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## The Solicitors' Journal.

LONDON, AUGUST 11, 1866.

OUR READERS will see that we publish to-day, in our "Legal Notes for the Week," a very important judgment of the Lord Chancellor, delivered yesterday, in the case of *Re Overend, Gurney, & Co. (Limited), Ex parte Grissell*, which was an appeal from a decision very recently given by Vice-Chancellor Kindersley in chambers. The appeal was by special leave heard before the full Court on Wednesday last, and yesterday morning judgment was given. We understand that the case has excited great interest in the city, and it will be seen that, although in matter of form the judgment of the Vice-Chancellor is affirmed, the principle upon which his Honour went is repudiated. It is now settled that a shareholder in a limited company, which is being wound up, who is also a creditor of the company, is entitled to be paid his debt *pari passu* with the general creditors, but that, before receiving any dividend upon his debt, he must pay the amount of any call which may have been actually made on his shares. When the call is paid he will become entitled to receive a dividend upon the whole of his debt, equally with the general creditors, without any deduction in respect of his possible liability on future calls. This seems to us to be a satisfactory construction of the Act of 1862.

THE MASTER OF THE ROLLS has reserved his judgment in the case of *The Bishop of Natal v. Gladstone and Others*, until after the Long Vacation. The legislation on the subject of the position of the Colonial Church will unquestionably be one of the principal matters for discussion when Parliament meets, and the decision of the Master of the Rolls in this case will, doubtless, form an important element in the consideration of the subject. There can be little doubt but that, whatever his Lordship's judgment may be, there will be an appeal to a higher tribunal, and in a case of such constitutional importance, no decision short of the House of Lords will be satisfactory to the country.

TWO LETTERS, on the subject of "barristers' fees," which have lately appeared in the *Daily News*, seem to deserve some notice from the profession. The complaints made therein are certainly far from unfounded, and there are probably but few barristers, except, perhaps, those in the very highest stage of the profession, whose fee books do not, on the average, show an arrear of from one to three years' income. Having said this much, however, we cannot any further agree with either of the letters in question.

The subject is started by a gentleman calling himself "Chacun à Son Tour," and dating from "Law Diggings," in the following terms:—

Sir,—Can you spare a corner of your influential columns for the complaint of the impecunious barrister? While everybody, high and low, is joining the gay throng by the seaside, the "learned counsel" alone is doomed to metropolitan solitude for want of money to pay his railway fare! The public fondly imagine that the numerous guineas which figure as "fees to counsel" in their solicitors' bills are paid

over as soon as the work is done. I don't know whether this happy state of things ever existed, but it certainly does not exist now. While I am kept waiting for the wages of the hardest mental labour, putting off my tailor and bookseller with such excuses as I may, what are my worthy clients about? Why, sir, one has taken a handsome house at B— for the Long Vacation; another exults at having made an excellent investment; a third talks complacently of setting up a carriage; a fourth is just going to remove from Doughty-street to the West-end; a fifth is enjoying himself at C—, and sends a cool note to say he will pay the fees "one of these days." My friend Mr. Taxum (senior partner in a most grey-headed and respectable firm) frequently grumbles at the hauteur and apathy of prosperous leaders; let him console himself by remembering that Mrs. Taxum's faultless house in Tyburnia was paid for out of the interest of struggling juniors' fees unfairly swelling his comfortable banker's account.

Now, apart from a certain *nisi prius* tone about this letter, which savours of an address to a common jury in a breach of promise case too much for so serious a question, there is, as we have said, much truth in this, but then there is also, as in most cases, another side to the question. Chacun à Son Tour does not think fit to tell us how many of his clients pay their fees regularly month by month or year by year, or even "as soon as the work is done," albeit they themselves have to wait many a long day for the re-payment of them among a host of other "expenses out of pocket." That there are men who deliberately appropriate to themselves, for a time or altogether, moneys which they have received as counsels' fees is, doubtless, a melancholy fact, but they are so few, in comparison with the numbers who are habitually under advances to counsel, that they scarcely form even exception enough to prove the rule. The system of monthly or annual accounts is indeed a common one, and one which we believe to be extremely convenient to both parties; but even with the delay thus accorded to the solicitor (a delay which we have always thought more than compensated for by the receipt of the fees in a more convenient form), the solicitor is still, as a general rule, largely out of pocket, even without taking any account of the cases in which he never is paid at all.

But to return. "Chacun à Son Tour" is supplemented by a gentleman called "X," who follows suit to the following effect:—

Sir,—Whether the letter of your correspondent, "Chacun à Son Tour," which appeared in your paper of a few days back, is likely to have much influence on those defaulting solicitors who, in preference to paying counsel's fees—hardly earned though they be—send their wives and daughters to the sea-side in all the comfortable luxury of a good round balance at the bankers', I know not. The subject, however, is one of some general importance, as illustrating at least the position of dependence to which junior barristers are gradually becoming reduced. The retention of the theory of the *honorarium* seems a bald honour indeed, when its necessary accompaniment, prepayment, has been practically done away with, and barristers are by its retention placed in the well-known position of those between two stools—if they insist on prepayment they do not get work; if they work without doing so they do not get pay. The remedy for bad or dilatory paymasters in the profession would seem to be either a return to the strict etiquette of the bar, under which system every fee was marked and, if possible, paid on the delivery of the brief, or the abolition of the questionable privilege of being above demanding remuneration for services rendered, and the adoption of the more simple principle which governs contracts generally—viz., a right on the part of the contractee to sue the contractor. A case was reported in the morning papers only a few weeks ago, in which a solicitor who had positively received his counsel's fees from his client was held entitled, so far as the counsel's right was concerned, to keep them in his own pocket, and the unfortunate suitor had his suit dismissed with costs. Surely it is time that principles which bring about such results should be overhauled.

Now, of course, we shall not be misunderstood as defending or apologising for the conduct of the solicitor in the case

referred to by X. (which, if truly represented in this letter, was simply swindling), if we protest *totis viribus* against the idea that the "theory of the *honorarium*" works to the disadvantage of the bar. Whether it be *in se* a reasonable theory to maintain in the face of the practical commercial notions of this nineteenth century we say not, nor do we at present particularly care; but whether right or wrong, whether reasonable or absurd, the advantage of its retention is all to the bar, the disadvantage to the solicitor.

For, first: at present the solicitor is primarily responsible for the payment of the fee. This is a double gain to the bar, first, by limiting the number of their debtors, by which the collection of their fees, and the exclusion of business likely to prove unremunerative, are greatly facilitated; and, secondly, by enabling them, though unable to enforce their demands in a court of law, to bring to bear upon any peccant client the weight of the public opinion of an honourable profession. So efficacious is this latter proceeding that we have never known an instance where, if the solicitor was solvent and the fees really due, an appeal to the Law Institution has failed to bring about payment. If the solicitor was insolvent, of course "no man can pay money when he has'n't it;" and as the majority of professional insolvencies are caused by the non-payment of costs fairly earned by the solicitor, it is not a very serious grievance if some portion of the loss should occasionally be unavoidably shared by those who, while the work was paid for, shared the profit.

If fees were made recoverable at law all this would of necessity be altered; the solicitor would no longer be a principal debtor, but an agent with a disclosed principal, and the principal alone, unless he had actually paid the money to the solicitor, would be liable to be sued for the fees. We ask any gentleman at the bar how he would like the prospect.

Secondly: as the theory and practice of the profession now stands, the solicitor alone is responsible to the client. A barrister may have received a large fee with his brief, and may utterly neglect the case, or may, from incompetence or carelessness, entirely mismanage it; but he cannot be called to account either at law or in equity, or even, except in a very gross case, at the bar of public opinion. There is at least as large a proportion of learned counsel capable of taking business with a deliberate intention of not attending to it as of solicitors who appropriate to themselves counsel's fees, the principal difference being that the peccant counsel are generally in the front rank, the defaulting solicitors on the outskirts, of their order.

Thirdly: and this is by no means an unimportant consideration, at present there is absolutely no scale of fees as between counsel and solicitor. No matter how extravagant may be the fee marked counsel is entitled to take it, and no part of it can by any possibility be recovered back; while, on the other hand, if the fee be inadequate, he can still take it, and, if his conscience will let him, neglect the case accordingly. We have heard of a learned counsel, afterwards a judge, who, in the midst of an impassioned address to the jury in a very important case, suddenly stopped, actually in the middle of a sentence, and sat down. "Are you ill Mr. —?" asked the presiding judge. "No, my lord," was the reply, "but I have come the end of my fee." But if the law was altered as desired by X., not only would such scandalous exhibitions as the foregoing become impossible (at which we should all rejoice) but every fee would necessarily become the subject either of previous bargain, or of subsequent "moderation," and in either case counsel would be the loser, not only in dignity and independence, but in cash besides.

We have not adverted to the right of *patronage*—for that is what it in fact is—which the present system puts into the hands of the solicitors; but while we admit its importance, and that the rapid equalisation of the social position of the two branches of the profession, which we

daily see taking place, is every day increasing this power, we think it on the whole but a fair equivalent for the responsibilities to which the solicitors are subjected, and we do not hesitate to assert that it is, on the whole, exercised in a manner creditable to the profession and beneficial to the public. Where a good man is wanted, the solicitor is more likely than the client to know where to find him, and where the work is such that there is a large choice of competent men, why should not the solicitor select that one with whom he is otherwise most connected? If the ultimate client desire to exercise this patronage for himself he can always do so, and if not, we see no objection to its exercise by the solicitor.

Doubtless, in the "struggle for existence," this gives an advantage at starting to those who have "connection," but what profession, trade, or business of any kind is there where that is not the case? On the whole, then, we like the existing system, though far from perfect, better than any plan proposed to be substituted for it.

There are, and always will be, black sheep in both branches of the profession, and those who are unfortunate to have to do with them will have to suffer accordingly; but so long as the vast majority continues to consist of upright and honourable men, so long will the present division of privilege and responsibility tend to the convenience and dignity of both, and—certainly—to the pecuniary advantage of the bar.

THE QUESTION of the distribution of judicial work, which we discussed fully last week, was made on Monday night the subject of an inquiry in the House of Commons, addressed by Mr. Graves to the Attorney-General. Mr. Graves, who sits for Liverpool, naturally is strongly interested in the effectual performance of assize business in Lancashire. He is, however, mistaken in supposing that *remnants* are of frequent occurrence either at Manchester or Liverpool. At the latter place indeed there are never any causes left undisposed of, in the summer at all events, for the judge sits until the list is finished. Sometimes when the business is heavy, he, as well as the counsel who practise before him, have a right to complain of being overworked, but the public are not prejudiced. At Manchester, of course, causes do occasionally stand over, but the same may be said of towns in other circuits, where no one dreams of a third judge being necessary. Thus at Bodmin there were three causes made *remnants* at the last spring assizes. At the same time we do not dispute that the business of the Northern Circuit is often too much for two judges to compass satisfactorily. We are glad to learn from Sir Hugh Cairns that the whole subject is under the consideration of the Lord Chancellor, and would only repeat that there are other remedies for the present evils, besides an increase of the judicial staff.

THE *Pall Mall Gazette* has called attention to a curious case of illegal compact, which was lately brought to light in a Scotch law court. Some months ago a hare was shot in Perthshire by a poacher, and one of the watchers of the district swore that the man who shot it was a shepherd named McCorquodale. The shepherd denied the charge, but was fined £4 and expenses, and in default was sent to the Perth gaol. He paid the fine after a time, and then appealed to the sheriff against the decision of the justices, without further result than increasing his original expenses to £8 18s. The next act in the drama is a startling one. The shepherd appeared in court as pursuer (plaintiff) in an action for £8 18s., the amount of his fine and expenses. He set forth that the cattle dealer shot the hare, and came to him after the arrest to tell him that such was the case, but as the cattle dealer was anxious to shield himself he persuaded the shepherd to stand his trial before the justices, and promised to pay the expenses if the defence should be unsuccessful. The shepherd demanded the whole expenses, and not getting the money, brought the action against the cattle dealer, who objected to pay the costs of the further proceeding of appeal instituted by the in-

noent man. The cattle dealer's counsel allowed that his client had undoubtedly shot the hare, but pleaded that the compact entered into between the pursuer and defender was a *pactum illicitum*, and gave no ground for a legal action. This plea was allowed by the judge, and the defender was assolized, as the Scotch law puts it. The shepherd therefore is visited with fine, imprisonment, and all additional expenses, and the cattle dealer has the sport, gets the hare, and escapes scot free. Our contemporary adds—"As to the evidence of the man who swore to the culprit, an old saying is remembered in the district to the effect that a certain territorial sovereign there used never to lose his causes when the oaths of his tenantry could win them for him. Poachers, it is said, stand a very poor chance in that neighbourhood, for justices of the peace are members of a game-defence association, and have to adjudicate as such in their own causes."

There can be no doubt the judgment was right, nor can any right-minded person have any sympathy with the poacher, while on the other hand the revolting meanness of the cattle dealer is beyond the depths of scorn. But it is just because the contract was an illegal one, and against public policy, that, in the public interest, there ought, we maintain, to be a remedy for such a public wrong. The parties concerned (including possibly the "watcher" who gave the evidence of identity) were clearly guilty of a fraud upon a court of Justice, and well deserving of punishment for so gross an offence.

THE MOST STRIKING FEATURE in the recent movement at the Law Institution in favour of a more systematic form of tuition is that it originated amongst the articulated clerks themselves. One result of this movement will be that the possession of a thoroughly scientific knowledge of the law will gradually become an essential qualification in every solicitor who aspires to attain distinction in the profession. The dislike which we have heard expressed by solicitors in large practice, to employ clerks who have given up much time to the "theory" of the law will thus gradually subside. This result is even now shadowed forth in the increasing number of graduate articulated clerks who are admitted as solicitors; and the new legal curriculum in the University of London will doubtless draw into the legal faculty in that university a large number of graduates from the ranks of the articulated clerks, and newly-admitted solicitors. Our readers may not be aware that the new regulations for the LL.B. degree in the University of London, which come into operation in January next, dispense with the necessity, which previously existed, for taking a degree of arts prior to admission as a candidate for a degree in laws; and under the new system, any student who has passed the matriculation examination in the university may, without attaching himself to any of the colleges which are affiliated to the university, and, in fact, concurrently with his regular legal studies, after passing a first and second LL.B. examinations, obtain the advantages of a law degree which, in point of scientific difficulty, will stand foremost of all the law degrees in the world. The subjects of examination at these two examinations have been selected by the Senate of the University of London to test special rather than general knowledge; to draw forth original investigation, rather than to minister to cram. At the first LL.B. examination the subjects are:—Roman Law, General Jurisprudence, and Constitutional History of England, and a thoroughly competent knowledge of Latin is required of each candidate. At the second LL.B. examination the subjects are:—Special portions (pointed out in the calendar) of Equity Jurisprudence, Real Property Law, Common Law, and the Law of Evidence.

With a view to meeting the requirements of students preparing for these examinations, as well as for the Civil Service examinations, and those in the Law Institution, the council of University College, London (Gower-street), have established a series of evening classes on law, which will commence at the end of October next, in con-

nection with which, lectures will be delivered in each of the five following subjects:—1. Roman Law; 2. Jurisprudence and the Constitutional History of England; 3. Equity and Real Property Law; 4. Common Law and the Law of Evidence; and 5. The Laws of India. The council have appointed the following gentlemen readers on the several subjects in the evening classes. On Roman Law, Professor Roby, M.A.; on Jurisprudence and Constitutional History of England, Mr. James Anstie, B.A., of the Oxford Circuit; on Equity and Real Property Law, Mr. J.M. Solomon, M.A., Fellow of the College, of Lincoln's Inn; on Common Law and the Law of Evidence, Mr. Arthur Charles, B.A., of the Western Circuit; and on the Laws of India, Professor Wood, B.A. It will thus be seen that a complete system of law study will be inaugurated, and those who can remember the time when Mr. Austin delivered his celebrated lectures on jurisprudence, at University College, to crowded classes of eager and attentive students, will feel a confidence that the present staff of law professors and readers will endeavour to sustain the traditions of the place.

The authorities of King's College, London, also deserve considerable credit for their exertions in the cause of legal education. For some time they have had law lectures in connection with the evening classes and the Oriental section. Now, however, they have made arrangements to open a complete law school at the college, in October next; it will be placed under the direction and management of Professor John Cutler, who will be assisted by such readers and lecturers as may be found necessary. The details of the scheme include lectures on international law, and also courses in preparation for the new law degrees of the University of London.

AT THE LINCOLN ASSIZES last week, an indictment was preferred against a man named Harris for keeping a common lottery. The defendant is described as a watchmaker, and also a hawker of watches, and resides at Grimsby. He had announced his scheme as "the Eastern Bazaar" to be "conducted according to the principles of the Art Union." The subscribers were to be 5,000 at one shilling each, and the prizes to be distributed were called bonuses, and were said to amount in value to £250. Several of the prizes consisted of watches and other articles, of values varying from £12 to £2, and the remaining prizes were geese, ducks, and other articles of small value; but it was so arranged that every subscriber should have a prize. For the defence, it was attempted to lay down that this was not a money lottery, and that every person obtained full value for his shilling, and that so the case was not within the Act of Parliament. The jury found the defendant guilty, the judge having ruled that, whether or not each person received full value for his shilling, it was a lottery and within the Act, and the jury having found as a fact that every person did not obtain full value. It is most satisfactory to perceive that the law is being put in motion to arrest the career of those persons who, in pretended imitation of the Art Unions which are properly authorised, pander to the gambling propensities of the poorer classes of the population. The defence set up is palpably so idle and untenable that there is no probability that the defendant in *Reg. v. Harris*, who was discharged on his own recognisances to come up for judgment when called upon, will obtain leave to enter a verdict for him in the court above. Surely he could not seriously expect the jury to believe that each subscriber obtained a prize worth a shilling at least, while some of the prizes were worth several pounds. If one single subscriber received more than a shilling's worth, some other subscriber must have received less. Besides, what inducement could there be to 5,000 persons to pay a shilling each for a shilling article, except the prospect of some advantage either certain or contingent? It is too much to believe an itinerant watchmaker to be so imbued with philanthropy as to wish to give away his property to any stranger willing to accept it under the transparent pretence of giving a shilling for what was



worth £12. Obviously, therefore, Mr. Justice Montagu Smith was right when he said that the subscribers were induced to part with their money in the hope of obtaining something of much greater value, the right to which was to be ascertained by chance, and this is the only aspect in which such a lottery can be looked at—that is to say, it is a lottery and nothing else, and hence subject to the Acts affecting lotteries. That it is important such speculations should be at once put down is evident from their increasing prevalence, and the temptations they offer to unprincipled persons to cheat the careless and unwary, and to the latter to risk small sums in the hopes of obtaining great prizes. In fact, the immunity from prosecution for infringement of the Art Union law which has been enjoyed now for so many years, has brought the law into contempt, and led to a state of things which it ought to be the business of the law officers of the Crown to investigate, so as to apply the remedy provided by law.

THE BENCHERS of Lincoln's-inn have acceded, to some extent, to the prayer of a petition recently presented to them by a large number of members of the bar, praying that the library of the inn might be kept open during the whole of the Long Vacation, and the Christmas Vacation—for a portion of both of which vacations it has been the custom to close it—and that duplicate copies of text-books and other books in constant use might be kept, and that in such case only one of the duplicate copies should be allowed to be taken out of the library at one time.

The Benchers have determined that the library shall be open from the 10th of August to the 10th of October, from eleven to three, with the exception of the first ten days in September, during which it will be entirely closed. After the 10th of October, the library will be open during the usual hours of from nine to four. The benchers have also resolved that the library shall not be kept closed during the Christmas Vacation for a longer time than from the 25th of December till the 2nd of January inclusive. If the equity Courts do not sit on the 24th of December, the library will be closed on that day. With respect to the rest of the petition presented by the bar, no direction has been given as to the purchase of duplicate copies of text books and other books in constant use; but the benchers have decided that, in instances where at present there are duplicate copies of any work in the library, only one of such copies is to be allowed to be taken out of the library at one time. We trust that, although the Benchers of the Inn have not seen their way to order the purchase of duplicate copies of books which are in constant use, they will exercise very sparingly their power of withdrawing from the library text-books and other books of that character.

MR. WILLIAM LANGFORD, who died on the 1st inst. at his residence, Sussex-villa, Twickenham, at the age of fifty-nine years, was admitted to practice in Hilary Term, 1844. He was articled to Mr. Thomas Phelps (now Reed & Phelps), and subsequently became partner with that gentleman, the firm on the 10th of January, 1860 (when it was dissolved so far as regards Mr. Phelps), being Reed, Langford, & Marsden. It has since been known as Langford & Marsden. Mr. Langford was a member of the Incorporated Law Society and of the Law Association for the Benefit of Widows and Families of Professional Men in the Metropolis and its Vicinity.

MR. EDWARD WEATHERALL, Jun., died on the 6th inst., after an illness of only three days, at his residence, St. John's-wood. He was a son of Mr. Edward Weatherall, Chief Clerk of division A to K, Vice-Chancellor Wood's chambers, and was a member of the firm of Johnson & Weatheralls. He took out his certificate in Hilary Term, 1846, and was a member of the Incorporated Law Society. The firm have a large agency connection, especially in the Lancashire and Yorkshire districts.

## LAW OF CAPITAL PUNISHMENT AMENDMENT BILL.

This bill, as amended on its recommitment, is now before us; and looking at its provisions we cannot say either that it faithfully carries out the recommendations of the commissioners or that the divergence is an improvement on the changes suggested by them. We have some objection, not merely to the substance of portions of the bill, but also to the words in which the substance of unobjectional portions is clothed, and we do not hesitate to say that we consider it a somewhat crude and ill-considered exposition of the law of capital punishment as the framers of this bill would have it. The reader will, however, be in a better position both to form his own opinion as well as to appreciate our comments after he has glanced over the proposed provisions, of which we will place before him an analysis.

By the withdrawal of the bill breathing time is given, and we cannot make better use of the opportunity thus afforded to us than by a careful consideration of the details of a measure which is almost sure to be re-introduced on an early day next session.

The bill deals almost exclusively with three great topics, and the sections will divide themselves accordingly, viz.—1. The statutory definition of murder and provisions concerning trials for homicide. 2. The sections intended to protect infants against violent death and intentional injury. 3. The clauses relating to the execution and burial of capital criminals and security for duly carrying out of the sentence of death.

Following this order we will give briefly the substance of each provision, without, however, adhering to the sectional divisions where clauses can be naturally combined in one paragraph.

The Act 24 & 25 Vict. c. 100 (the great Act hitherto on homicide and other injuries to the person) is to be repealed, except as to sections 66 to 71 (both inclusive), and 77, which are incorporated in the proposed Act.

No one is to be convicted of murder on indictment or inquisition unless the jury find that there was an intention to kill or do grievous bodily harm dangerous to life, either to the person killed or to any other persons or person, and a person may be convicted of manslaughter on an indictment for murder.

The law of principals and accessories to remain as before.

### *As to infants.*

Any person unlawfully and maliciously wounding or inflicting any grievous bodily harm on any new-born child during delivery, or within seven days therefrom, shall be guilty of felony, and liable to penal servitude for from ten to five years, or imprisonment for not more than two years, with or without hard labour or solitary confinement at the discretion of the Court; and to sustain an indictment under this provision, the child need not be completely born alive.

Nothing in the last provision shall preclude in any case an indictment for murder, manslaughter, or wounding or causing grievous bodily harm, with intent to murder.

On an indictment for unlawfully and maliciously wounding an infant, or doing it grievous bodily harm, a person shall not be entitled to be acquitted on the ground only that the offence amounted to murder, manslaughter, or the felony of wounding or causing grievous bodily harm with intent to murder.

A person indicted for child murder may be convicted of wounding or inflicting grievous bodily harm on an infant under the provisions of this Act.

On an indictment for child murder, it shall not be competent to find a verdict of endeavouring to conceal the birth.

### *Execution and Burial of Capital Criminals.*

Execution of sentence of death is to take place within the walls of the prison where the criminal was confined at the time of execution.



The sheriff, governor, chaplain, surgeon, and such other officers of the prison as the sheriff requires, shall, *together with all convicted felons then confined in such prison*, be present at the execution; but the governor may dispense with the presence of all or any of such convicts. In addition to the above-named any magistrate for the county, borough, or other jurisdiction to which the prison belongs, and such other persons as the sheriff or visiting justices of the prison think fit to admit, may be also present at the execution.

The surgeon or medical officer (if there be no surgeon attached to the prison) shall examine the body and sign a certificate of death, and give such certificate to the sheriff; and the sheriff, governor, chaplain, and such justices and other persons being present as the sheriff shall require or allow, shall sign a declaration that judgment of death has been executed.

The coroner of the jurisdiction to which the prison belongs, shall, within twenty-four hours after the execution, hold an inquest as to, first, the identity of the body; and, second, as to whether sentence of death has been duly executed. No officer or prisoner in the gaol to be on his jury. And he is to make his inquisition in duplicate, one part of which he is to give to the sheriff.

Every certificate and declaration, and every duplicate of inquisition, shall be sent with convenient speed by the sheriff to one of the principal Secretaries of State, and printed copies of each shall be forthwith exhibited for a certain number of hours on or near the principal entrance of the prison.

Anyone wilfully signing a false certificate or declaration to be liable to not more than two years' imprisonment with or without hard labour or solitary confinement.

The body of the criminal to be buried within the walls of the prison or such other place as one of the principal Secretaries of State shall, on representation of the visiting justices of the prison, appoint for that purpose.

The principal Secretary of State for the Home Department may from time to time make rules, first, for the more effectual guarding against abuse at executions; secondly, for ensuring the greatest solemnity; and, thirdly, for the more effectually making known the fact of execution outside the prison.

The Act is not to extend to Scotland. And it repeals so much of 2 Geo. 2, c. 25, s. 2, as renders voluntary escape or breaking prison by persons undergoing sentence for perjury, or subornation of perjury, a capital offence.

An amendment was also suggested by way of adding another clause repealing a section of 7 Will. 4, and 1 Vict. c. 88, which makes piracy, under some circumstances, a capital offence, and which, it seems, has not hitherto been repealed.

Such are the provisions to which the Legislature will be called upon next session to give its sanction, and the reader can form his estimate of them. With regard to the provisions falling under the first head, it seems to us that, like the report of the commissioners, they leave the law relating to murder in the same position, at least practically, as it was in before, or rather is at present. The commissioners and framers of this bill seem to have busied themselves about culling out and destroying certain obsolete propositions and theories on the distinctions between murder and manslaughter. But they have in no way altered the practical operation of the law on this subject. Our law books contain cases where "malice aforethought" or deliberate intention have been deduced from circumstances or facts which would not warrant the inference except in the eye of a lawyer, and only such a lawyer as delights in the finest technicalities. But when has anyone been sent to the scaffold on such a construction? The time, perhaps, may not be as distant as we may think, yet of this we are sure, that even though the recommendations of the commissioners were never carried out, that no one would now be consigned to the hangman on the strength of such a construction. We should, however, be better pleased if the report were

more fully adhered to, for, if we remember aright, it defined certain homicides as coming within the first class, which possibly may not come within the language of the section under consideration. Thus, for instance, a homicide committed by a person in the act of committing or escaping from the consequence of detection in committing, a robbery or burglary, may, within the range of possibility, if not probability, not be found guilty of the intention of killing or inflicting any injury dangerous to life. And for this reason we do not consider the section an accurate embodiment of the views of the commissioners. And we certainly do not think that the variance is for the better, for we entirely concur in the conclusions deduced from the evidence of those concerned in the capturing of criminals, viz., that the fear of the gallows frequently prevents them from making that desperate resistance which endangers and sometimes cuts short the lives of the officers of justice.

There is a still larger departure from, and still less improvement on, the substance of the report in the sections relating to infanticide and cognate offences. There are five sections in this head, and we must say that a more uselessly elaborate and confused set of provisions is not to be found in the statute book. It will be seen that the provisions under this head vary from the report in the most important particular—viz., that whilst the report would render infanticide, in the popular sense, no longer a capital crime either in theory or practice, the framers of the bill would leave the extreme penalty of the law still in store at the option of the prosecution for any case of infanticide. So far as we can fathom the drift of these sections it would seem that it is intended that, in the case of a death, or violent bodily injury of an infant not more than seven days old, under suspicious circumstances, there may be two indictments concurrently preferred—viz., one for murder, manslaughter, &c., as the case may be, and another for the felony of child wounding—intended to be created by this bill. Whether such enactment would tend to preserve infant life, or to secure the more effectual punishment of the guilty, perhaps experience can alone tell. At present we see not the shadow of a reason for the proposed alteration, and, therefore, we regard it as ill-considered and capricious. Indeed, it is only after a careful study of those sections that we can form any idea of their meaning or purpose; we may fail to discern the latent wisdom which may be at the bottom of them; but, so far as we can see, we think that the passing of those sections into law would only reduce the present tolerably well-digested code to confusion, without at all furthering the safety and preservation of infant life. The only difference will be that under the bill a person on indictment for murder of a child may be convicted of wounding it. Under the present state of the law a person so indicted can be convicted of manslaughter or concealment of birth as well as of murder. Of course such a thing as a conviction for manslaughter is almost out of the question, considering the nature of the case; but either a full acquittal on the ground of insanity, or a conviction for concealment, is the usual subterfuge by which juries seek to evade the consequences of a verdict for murder, naturally swayed by the peculiarities of the case. This bill proposes to give juries the power of convicting of wounding or inflicting bodily injury in case they do not think fit to convict of murder. And concurrently with giving them this power, it proposes to take away a power they hitherto possessed, viz., of convicting of concealment of birth on such an indictment. Doubtless the framers have introduced this proposed change from a deep conviction that justice would be more properly meted out by juries having the power to convict of child-wounding instead of endeavouring to conceal the birth. We do not happen to entertain this conviction, and are not favoured with the reasons on which it is founded, and therefore we do not see the utility of the proposed change. However, it will do no harm, for the introduction of a section permitting the joinder of a count for

concealment with a count for murder, will enable a jury for the future to do what they have hitherto been able to do without such a count. Some provision of the sort will be required because, as a general rule, a felony and misdemeanour cannot be joined in the same indictment. It does not seem likely from the nature of the cases that there can be many convictions for child murdering on an indictment for child murder, the thing seems absurd.

With regard to those sections which relate to the execution and publication of execution of capital criminals we are disposed to view them somewhat more favourably. We have been long impressed with the conviction that while the *knowledge* that death by judgment of law awaits on certain crimes, operates as a powerful deterrent from the commission of such crimes, yet that *public* executions do not tend to assist the law in making that deterrent operative, but rather tend to deaden or annihilate it. We will not reason on the accuracy of our view, but knowing that it is entertained in common with many whose wisdom and sagacity give weight to their opinions we feel the more strongly impressed with its correctness. And it is for this reason we give our approval to the general tenour of the sections under this head. There is however, a peculiar portion of one section which strikes us as somewhat outlandish, viz., that which gives the governor of the gaol the discretion of compelling all the convicts of the prison to be present at an execution. We cannot see how witnessing an execution should be likely to produce a permanent influence on the minds of the mob and a salutary effect on those of a number of convicts. We rather incline to think that the latter, like the former, would feel impressed by it in precisely the same way, viz., the familiarity with, and quasi-realisation of, the consequence of committing a capital crime, instead of enduing them with a stronger resolution to avoid the perfect realisation of it in their own case, would only relax that resolution, if ever formed, and make them feel reckless in tempting even that greatest penalty of the law.

On the whole we are far from satisfied with the provisions of the bill. Some bill or other, founded on the report of the commission, will doubtless become law, but we shall be surprised if the measure now before the country receives the ultimate assent of the Legislature.

### EQUITY.

*In re Agriculturist Cattle Insurance Company. Brotherhood's case. Spackman's case. Lord Belhaven's case. Stanhope's case. Stewart's Executors' case.*

In the ordinary course, *Stewart's Executors' case* would have come up on appeal from the Master of the Rolls before the Lords Justices, but as in the analogous cases cited above the Lords Justices appeared to differ somewhat from Lord Westbury and Lord Cranworth, Sir Hugh Cairns moved (July 11) that the case should be heard before the Lord Chancellor, who (July 25) reversed the decision of the Master of the Rolls (10 Sol. Jour. 754). It is here proposed to consider whether there is any real discrepancy between the judgments on appeal, and upon this point Lord Chelmsford's decision in *Stewart's case* throws the strongest light. But it will be, perhaps, desirable to state, in the first instance, the common circumstances which underlie all the cases.

The Agriculturist Cattle Insurance Company was formed in 1845 under 7 & 8 Vict. c. 110, and in 1848 a great many shareholders were anxious to withdraw, while others were content to hold on. A general meeting of the shareholders was accordingly held on the 2nd of November, 1848, at which terms were discussed as to how the shareholders who wished to retire should be enabled to do so, and a certain mode was proposed, the substance of which was that any shareholder wishing to retire should pay a call of £4, including a previous informal call of £1, and those who did not wish to retire were to pay 10s. only and to continue members of the company. Circulars stating these terms were sent to all

the shareholders, informing them that they might retire on or before the 13th of November. An adjourned special general meeting was fixed to be held at Chippenham on the 13th November, at Chippenham Hall at twelve o'clock, noon. The circulars stated that shareholders might release themselves by returning the circular signed, or by attending the adjourned meeting and signifying their assent. Those who did neither were likewise informed that they would be held as having elected to continue shareholders; and these are all the preliminaries which are necessary for the understanding of the subsequent cases. It will be observed that there were two modes indicated by which the shareholders might free themselves, viz., returning the circular signed on or before the 13th of November, or attending the meeting on the 13th of November, and signifying their assent—at least not signifying dissent. No other conditions were specified. On either alternative the time limited is identical.

And now for the cases. First of all comes *Brotherhood's case*, 10 W. R. 705, ap. 10 W. R. 852; 31 B. & W. 365. Brotherhood not only returned the circular signed, but he attended the meeting at Chippenham, and paid the subsequent calls. Brotherhood was never afterwards treated as a shareholder; but in 1862, a motion was made to place Brotherhood on the list of contributories. The Master of the Rolls, after such a lapse of time, refused to place him on the list, and the Lords Justices on appeal concurred with the Master of the Rolls, Sir G. Turner observing "that after such a lapse of time, the whole of the circumstances having been communicated to two consecutive meetings of the shareholders, and the names having been all struck out, he should have no difficulty, as a jurymen, in inferring, as a matter of fact, that every one of the shareholders knew of it, and assented to it." This is *Brotherhood's case*. It will be observed that Brotherhood complied with *all* the conditions of the arrangement.

The next was *Spackman's case*, 12 W. R. 1133; ap. 13 W. R. 479. Spackman was one of the original shareholders, but he declined to come in under the Chippenham arrangement. In the year 1849 Spackman presented a winding-up petition. That petition was dismissed; whereupon he and others entered into a negotiation with the directors to try and get released upon terms similar to those of the Chippenham arrangement, which, after some discussion, was effected. That transaction, however, was not brought before any general meeting. In 1864 an application was made to the Master of the Rolls to place Spackman in the list of contributories on the ground that he had never validly ceased to be a shareholder. The Master of the Rolls refused the application chiefly in consequence of the great lapse of time and the alterations that had been made both in the company and in the amount of shares after Spackman had practically ceased to be a member. From that judgment there was an appeal to Lord Westbury who reversed the order and placed Spackman on the list, on the grounds that the actual contract was not within the power of the directors; that, even if it were, it was not conducted in conformity with the terms of the agreement; that it was not made known to the shareholders; that it was the duty of the directors and Spackman to have communicated it to the shareholders; and that, consequently there was a *suppressio veri* on the part of both, and therefore fraud. It will be observed that Spackman conformed to neither of the conditions of the Chippenham arrangement, and moreover acted *malâ fide*.

The next case is that of Lord Belhaven, reported 13 W. R. 849. Lord Belhaven was vice-chairman, and had been told that it was necessary for him as such to take shares, and was prepared to do so, but upon being subsequently informed that it was unnecessary, declined to do so. He had never executed the deed of settlement, and he repudiated all liability. After some discussion the directors agreed to release him for £50, which they had

an express power to do by one of the terms of the deed. In 1855 an application was made to the Master of the Rolls to place Lord Belhaven on the list of contributories, which the Master of the Rolls did. The Master of the Rolls was of opinion that Lord Belhaven ought not to be placed on the list, but he considered that, as Spackman was placed on the list, Lord Belhaven must be placed on the list. This case went up to the Lords Justices, who struck Lord Belhaven off the list, not because they thought the decision in *Spackman's case* was wrong, but because he stood on a different footing from all the others. Lord Belhaven *bonâ fide* thought himself not a shareholder, and the directors thought it a doubtful matter whether they had any claim against him. It will be observed that the question in *Lord Belhaven's case* was whether he was ever liable as a shareholder.

Next comes the *Hon. F. H. R. Stanhope's case*, 14 W. R. 42; ap. 14 W. R. 266. Mr. Stanhope had signed the deed of settlement for 100 shares, but did not avail himself of the Chippenham arrangement, but compromised the matter with the directors for £100. Mr. Stanhope's name never afterwards appeared in the list of shareholders, and no further notices were sent him. Mr. Stanhope died in 1864, and an application was made to the Master of the Rolls to have the name of Mrs. Stanhope, the executrix, placed on the list of contributories. The Master of the Rolls, as reported 14 W. R. 42, refused the application, saying he had quite made up his mind on the subject. He was unable to distinguish this case in substance from *Lord Belhaven's case*; he was also unable to distinguish it from *Spackman's case*; but, at the same time, he approved of the decision of the Lords Justices in *Lord Belhaven's case*, but disapproved of Lord Westbury's judgment in *Spackman's case*. He could not reconcile the two. Lord Cranworth, on appeal, held that there was no conflict between *Lord Belhaven's case* and *Spackman's case*. In *Lord Belhaven's case* there was no concealment; there was not, as Lord Westbury considered there was, in *Spackman's case*, *aliud simulatum, aliud actum*. Mr. Stanhope by executing the deed of settlement came under obligations to all his fellow shareholders, from which, without their consent, he could not be relieved. It is true that by the 125th clause the directors had the power of declaring forfeited the shares of any shareholder neglecting or refusing to pay his calls. But this obviously, looking to the context, refers to a case where the directors are unable to obtain payment of a call, and was not intended to supply them with a machinery whereby, under pretence of forfeiture, they should be able to deprive the continuing shareholders of the liability of all those, for whose joint liability with themselves they had originally stipulated. But Lord Cranworth did not impute moral fraud to Mr. Stanhope; an imputation from which it was, he said, not easy to exonerate the directors. It will be observed that Mr. Stanhope conformed to neither of the conditions of the Chippenham arrangement, but that he acted *bonâ fide*.

Before proceeding to the last case, namely, that of Stewart's executors, it will be, perhaps, as well to sum up the differences of the preceding cases. Brotherhood conformed to all the conditions of the Chippenham arrangement. Spackman conformed to neither of them, and acted collusively with the directors. Lord Belhaven never signed the deed of settlement, and acted *bonâ fide*; and Mr. Stanhope conformed to neither of the conditions, but acted *bonâ fide*. We now come to *Stewart's case*, 10 Sol. Jour. 754.

Mr. Stewart duly received the circular, but being in Scotland issued a mandate to attend the adjourned Chippenham meeting and assent thereto, but his mandatory did not receive the mandate in time. Stewart's failing health prevented him from taking any further steps in the matter, and after his death an application was made to the Master of the Rolls to put his executors on the list of contributories. This the Master of the Rolls refused to do, and the Lord Chancellor

reversed the decision, with costs against Stewart's estate, on the grounds that, as the agreement was *ultra vires* of the directors, it required for its ratification the consent of all the shareholders; that the shareholders had at the general meeting of November 2nd, 1862, affixed certain conditions, by conforming to which such shareholders, as desired, might be released; that of these conditions a specific time, and no other, was one; that time was of the essence of the agreement; and that the circumstances which prevented Stewart from conforming thereto could not be taken into account. It will be observed that the point of *Stewart's case* is that he intended to conform to the conditions of the agreement, but was accidentally prevented from so doing.

We may now, it is conceived, see that the judgments on appeal are perfectly compatible. Leaving out of account *Lord Belhaven's case*, who, as vice-chairman was not imperatively required to take shares, and who did not sign the deed of settlement, *Brotherhood's case* decides that a shareholder who strictly conforms to all the conditions imposed by all the shareholders is relieved from subsequent liability, while Spackman's, Stanhope's, and Stewart's cases respectively, show that no different or subsequent arrangement, whether *mala* or *bona fide*, or in furtherance of a reasonable effort to conform to the conditions imposed by the shareholders, can exonerate a retiring shareholder. The general principles deducible from the cases appear to be—that to an agreement between a shareholder and the directors, *ultra vires* of the directors, the consent, express or implied, of all the shareholders is essential; and that any conditions affixed by the shareholders to such an agreement must be strictly performed. From this point of view the supposed diversity of the decisions disappears, and it may reasonably be expected that *Stewart's case* will put a stop to any further litigation in *Re The Agriculturist Cattle Insurance Company*.

## LEGAL NOTES FOR THE WEEK.

[The notes of cases under this heading are supplied by the gentlemen who report for the *Weekly Reporter* in the several courts.]

### LORD CHANCELLOR AND LORDS JUSTICES.

Aug. 8, 10.

RE OVEREND, GURNEY, & CO. (LIMITED). *EX PARTE* GRISELL.

This case, which came on specially by way of appeal from two orders recently made by Vice-Chancellor Kindersley in chambers, raised a very important question as to the rights of shareholders in a limited company being wound-up, who are also creditors of the company. Mr. Grissell was a holder of eighty shares in the above company, and also a creditor to the amount of £16,000. The amount to which he would be liable upon his shares, if the whole sum unpaid were to be called up, was only £2,800, the shares being £50 shares, and £15 per share being already paid. He made two applications to the Vice-Chancellor, the object of the first of which was to establish his right to receive a dividend upon the balance of his debt, after deducting a call made upon him but not yet paid. This application having been refused his second application was that he might have a dividend upon the whole debt due to him, deducting from such dividend the amount of the call.

The Vice-Chancellor held that he must pay up the call before receiving any dividend, but the principle of his decision went still further, viz., to this extent, that he could receive no dividend upon his debt until all the creditors not shareholders had been paid in full, but that notwithstanding he must pay calls when made upon him. From this decision Mr. Grissell appealed, and the appeal was, by special leave, heard before the full Court on the 8th inst., and judgment was given on the 10th.

Sir Roundell Palmer, Q.C., and Wickens, for Mr. Grissell.



*Baily, Q.C., and Rozburgh, for the liquidators of the company.*

*Kaye, for some creditors.*

Aug. 10.—The Lord Chancellor.—This is a motion by way of appeal against two orders of Vice-Chancellor Kindersley: one order, made on the 1st of August, dismissing an application by Mr. Henry Grissell, a shareholder of the company of Overend, Gurney, & Company (Limited), that the liquidators might be ordered to pay to him a dividend upon the balance of the amount owing to him by the company for money lent by him to them after deducting from such debt the amount of any call which shall have been made on the shares held by him in the company; and another order made on the 2nd of August, dismissing a similar application by Mr. Grissell, that the liquidators might be ordered to pay him a dividend on the amount owing to him by the company, deducting from such dividend the amount of any call that should have been made on the shares held by him, and should not have been paid. The difference between the two applications is this: In the first it was asked that the dividend might be paid upon the balance after deducting the call; and in the second, that the dividend might be calculated upon the entire debt due from the company; and then the amount of the call be deducted from the dividend. Both applications may be regarded as raising the question whether a shareholder who is also a creditor of a limited liability company is entitled either to set-off, or to have credit for so much of his debt as is equal to the amount of calls which have been made upon him, but not paid by him, and he receive a dividend for the balance. The question depends entirely upon the construction of the Companies Act of 1862, for though it was made an argument whether these companies were or were not like ordinary partnerships; whichever way such a question may be decided, when a company is being wound up the rights and liabilities of the company and its shareholders must be regulated by the provisions of the Act. In considering the questions involved in these applications, the primary intention of the Legislature in the provisions relating to winding-up companies must be regarded. That intention is expressed in the 133rd section of the Act; being that the property of the company shall be applied in satisfaction of its liabilities *pari passu*, and subject thereto shall, unless it be otherwise provided by the regulations of the company, be distributed amongst the members according to their rights and interests in the company. Bearing this in mind, two questions arise for determination upon these applications; first, whether a member of a company, who is also a creditor, is entitled to be paid his debt *pari passu* with the other creditors who are not members of the company, or only after the debts due to all those creditors have all been paid; and, secondly, if such a member is entitled to be paid in common with the other creditors, how are calls which are made upon him, in common with the other contributories, to be dealt with? Ought he to pay the full amount remaining unpaid upon his shares before receiving any dividend in respect of the debt due to him; or, secondly, ought he, before receiving payment of any dividend, to pay up any calls that may have been made upon his shares; or, thirdly, is he entitled to deduct the amount of calls which have been made, but not paid by him, from the debt which is due to him, and receive a dividend on the balance?

As to the first question, the Companies Act, 1862, appears to make no distinction between a creditor who is a member of the company, and one who is not. There is nothing to be found in it to limit the meaning of the general word "creditors"; on the contrary, the Act in various parts of it recognises members of the company as creditors. It will be sufficient to refer for proof of this to the 7th qualification of the 38th section, and the 101st. The Act would be a complete snare on members of companies who are creditors if they were to be postponed to other creditors who are not members.

Members of companies being then entitled to satisfaction of their debts *pari passu* with the rest of the creditors, the second question which I have stated arises.—How are the calls made upon them to be dealt with? In the first place, I think they cannot be required to pay up the full amount remaining unpaid on their shares. The 75th section of the Act enacts that "the liability of any person to contribute to the assets of a company under this Act in the event of the same being wound-up; shall be deemed to create a debt accruing due from such person at the time when his liability commenced, but payable at the time or respective times when calls are made as herein-after mentioned for enforcing such liability." Until the call is made there is nothing more than a liability to contribute. This, indeed, creates a debt, but the debt does not accrue due till a call is made. The power to make calls is only to satisfy the debts and liabilities of the company, and the costs, charges, and expenses of winding-up, and for the adjustment of the rights of the contributories amongst themselves. But if the whole of the amount unpaid upon the shares were required to be paid up, more might be raised than would be requisite for these purposes, and it might be that a contributory thus paying in advance might lose all that he had so paid in the event of any of his co-contributories becoming insolvent.

The two remaining questions may be considered together. It appears to me to be quite clear that the amount of the calls not paid cannot be set off against the debt. The Act creates a scheme for the payment of the debts of the company in lieu of the old course of issuing execution against the individual members. It removes the rights and liabilities of parties out of the sphere of the ordinary relations of debtor and creditor, to which the law of set-off applies. Taking the Act as a whole, the call is to come into the assets of the company to be applied, with the other assets, in payment of debts. To allow set-off against the calls would be contrary to the whole scope of the Act. In support of this view it will be sufficient to refer again to the 133rd section as to the satisfaction of the liabilities of a company *pari passu*, and the argument against the allowance of set-off addressed to the Court on behalf of the official liquidators was extremely strong, that if a debt due from a company to one of the members should happen to be exactly equal to the amount of the call made upon him, he would in this way be paid twenty shillings in the pound upon his debt, while the other creditors might, perhaps, receive only a small dividend, or even nothing at all. The case of a member of a limited company is different from that of a member of a company of unlimited liability as to set-off. This is exemplified in the 101st section, where a set-off upon an independent contract is allowed to members of an unlimited company against a call, although the creditors have not been paid, evidently because he is liable to contribute to any amount until all the liabilities of the company are satisfied, and, therefore, it signifies nothing to the creditors whether a set-off is allowed or not; but with respect to members of a company with limited liability, if a set-off were allowed against a call it would have the effect of withdrawing altogether from the creditors part of the fund applicable to the payment of their debts. But if the amount of an unpaid call cannot be satisfied by a set-off of an equivalent portion of debt due to the member of the company upon whom it is made, it necessarily follows in the last place that the amount of such call must be paid before there can be any title to receive a dividend with other creditors. The amount of the call being paid, the member of the company stands exactly on the footing of the other creditors with respect to a dividend on the debt due to him from the company. The dividend will be, of course, upon the whole debt, and the member of the company will, from time to time, when dividends are declared, receive them, in like manner when either no call has been made, or, having been made, when he has paid the amount of it. I am there-

fore of opinion that the orders of Vice-Chancellor Kindersley are right, although not exactly upon the grounds upon which his Honour has been represented to have proceeded. I think the present motion must be dismissed, but, considering the general interest in the question and the importance of having an authoritative decision upon it, I think the costs of all parties ought to be paid by the liquidators out of the estate. I may add that the Lord Justice Turner, who remained in town entirely for the purpose of assisting at this hearing, concurs in the judgment I have pronounced. [KNIGHT BRUCE, L.J.—As do I.] Before a shareholder who is a creditor, can be entitled to a dividend, he must pay the amount of his calls. Costs of the parties appearing to be paid out of the estate.

Solicitors, *Bircham & Co.; Jones, Vallings, & Roberts.*

# LORDS JUSTICES.

March 19, 20, 22; July 28.

**HARDWICK v. WRIGHT.**—The principal questions in this suit were whether a married woman had assigned certain property as surety for her husband, and if so whether the defendant, to whom the assignment was made, had so acted as to release the wife from her suretyship. The bill sought to have a sale set aside, but the Master of the Rolls only ordered the defendant to account as a mortgagee in possession. The plaintiff appealed.

*Selwyn, Q.C.* and *A. Smith*, for the appellant.  
*Jessel, Q.C., Bagley, and O. Morgan*, for the respondent.  
July 28.—Their Lordships dismissed the appeal with costs.  
Solicitors, *Green & Hale; Dillon Webb.*

May 31; June 4; July 28.

**DAUGARS v. RIVAZ.**—This was an appeal on the part of the plaintiff from an order made by the Master of the Rolls on the 18th April last, refusing with costs a motion to commit to prison *M. Marzials*, one of the defendants, the co-pastor with the plaintiff of the French Protestant church in St. Martin's-le-Grand, for breach of an order made in this suit in January, 1860. The other defendants to the suit were the persons who were formerly the members of the *consistoire*, or governing body of the Church. At the time when the present motion was made all those persons were dead or had ceased to be members of the *consistoire*, and *M. Marzials* was now the only remaining defendant who was a member of the *consistoire*. The other present members of the *consistoire* (except the plaintiff) were not parties to the suit. The order of January, 1860, was made against all the then defendants. The other facts of the case are sufficiently stated in the report of the hearing of the motion to commit by the Master of the Rolls, 10 Sol. Jour. 592.

*Jessel, Q.C.* and *Wickens*, for *M. Daugars*.  
*Selwyn, Q.C.* and *J. Pearson*, for *M. Marzials*.  
*Jessel, Q.C.*, in reply.

July 28.—**KNIGHT, L.J.**, said that he entertained no doubt that *M. Marzials* had committed a breach of the injunction granted by the order of January, 1860; but it did not follow that because there had been a breach of the injunction it was such a breach as that the Court would make an order to commit *M. Marzials*. That was a question in the discretion of the Court, and it must depend upon the circumstances of the case. His Lordship thought the conduct of the plaintiff had been such, and that other circumstances in the case were such, as to disentitle the plaintiff to ask the Court to make the order which he sought. His Lordship was disposed to think that there had been misconduct on both sides, but thought the plaintiff might possibly be entitled to relief in some other form, he was not so entitled on the present application. The motion must be refused with costs.

**KNIGHT BRUCE, L.J.**, agreed.  
Solicitors, *Chapman & Clarke; J. J. Spiller.*

July 27, 28.

# RE BUTLER.

This was a petition by the co-heiresses and next-of-kin of a deceased lunatic, which prayed for an order that the committee of the estate and the committee of the person might deliver up to them possession of certain real estate of the lunatic. The petition also asked that the solicitor of the committee might be compelled to account for some rents which he had received. The petition was entitled in lunacy and in the matter of the solicitor. It appeared that the lunatic had executed a disentailing deed, in relation to the validity of which a suit was pending. If that deed were invalid the committee of the person would be entitled to the real estates comprised in it. The Master had found that the petitioners were the lunatic's co-heiresses.

*Giffard, Q.C.*, and *Lorence Bird*, for the petitioners.  
*Osborne, Q.C.*, and *Swanston*, for the committee of the estate.

*Daniel, Q.C.*, and *Ramlinson*, for the committee of the person.

*Baggallay, Q.C.*, and *Kay*, for the solicitor.

*Bird* in reply.

Their Lordships held that as to part of the property, of which the committee had been put in possession by the Court, he must deliver up possession to the petitioners, without prejudice to any question of title. The rest of the petition, and in particular that part of it relating to the solicitor, was altogether misconceived, and must be dismissed with costs.

Solicitors, *Young, Jones, & Co; Braikenridge & Sons.*

July 30.

# BAKENDALE v. McMURRAY.

*Suspension of injunction pending an appeal.*

In this case a decree was made by *V. C. Stuart* on the 27th inst., upon the hearing of the cause, granting an injunction to restrain the defendant from fouling a stream.

The defendant now moved, by special leave of the Court, that the operation of the injunction might be suspended. No petition of appeal had yet been presented.

*Bacon, Q.C.*, *Sir R. Palmer, Q.C.*, and *Fry*, for the defendant.

*Malins, Q.C.* and *Dickenson, Q.C.*, for the plaintiff.

Their Lordships made an order that, upon the undertaking of the defendant to present a petition of appeal at the earliest possible time, and to consent to the rehearing being expedited, and also to pay to the plaintiff such compensation (if any) as the Court should deem him entitled to by reason of the making of the present order, the operation of the injunction be suspended till the 10 day of Michaelmas term.

Solicitors, *Upton, Johnson, & Upton; Bevan & Whitting; Tatham, Upton, & Co.*

July 31.

**EX PARTE HARRISON. RE WOOD.**—This was an appeal by *Mr. Harrison*, the manager of the estate of the above bankrupt, appointed by *Mr. Commissioner Sanders* under the provisions of section 122 of the Bankruptcy Act, 1861, from an order made by the Commissioner directing him to account to the official assignee (there being no creditors' assignee) for his receipts and payments, as such manager, on behalf of the bankrupt's estate.

*Bacon, Q.C.*, and *Little*, for the appellant, contended that the statute contained no provision rendering such a manager liable to account to the official assignee.

*Daniel, Q.C.*, and *Bardwell, contra*, were not called on.

Their Lordships thought that the manager was bound to account to the assignee, as the officer of the Court appointed for that purpose. The appeal must be dismissed, the costs to be dealt with by the Commissioner.

Solicitors, *Church & Sons; Reed & Phelps.*

**EX PARTE NAYLOR; RE NAYLOR.**—In this case *Naylor*, on the 28th March, 1866, executed a deed for the benefit of his creditors. Afterwards one of his creditors, named *W. E. Teale*, petitioned for and obtained an adjudication of bankruptcy against *Naylor*. *Naylor* now appealed upon the ground that *Teale* had assented to the deed, and had given a receipt for money payable to him under it. *Teale* asserted that he had never received this money, and upon this point there was a direct conflict of evidence.

*De Gez, Q.C.*, and *Jordan*, for the appellant.

*Bacon, Q.C.*, and *E. R. Turner*, for the respondent.

*De Gez, Q.C.*, in reply.

Their Lordships thought that the case must stand over to have the question tried at law.

Solicitors, *Johnson & Wetherall.*

# EX PARTE RAY. RE GILDER.

In this case one *Gilder* had, on the 26th August, 1864, executed a deed for the benefit of his creditors, which deed was afterwards duly registered. Of this deed *Ray* was the trustee. On the 27th March, 1866, *Ray* was served with a summons, returnable on the 11th April, to attend before the Commissioner in Bankruptcy, to be examined upon the documents in his possession in reference to this matter. This summons was obtained on behalf of the Mercantile and Exchange Bank.

to whom Gilder was indebted, and was supported by an affidavit that Ray had made payments under the deed to some of Gilder's creditors, but had paid nothing to the bank. Ray attended upon the summons, and admitted the truth of the statements in the affidavit. It was then proposed that an immediate order should be made upon Ray for payment of £500 to the bank. It was objected, on Ray's part, that an action was pending against the purchaser of some of Gilder's estate, and that he should not be compelled to pay till that action was decided. The Commissioner, however, ordered him to pay the £500 within fourteen days; hence the present appeal.

*Bagley*, for Ray, the appellant, objected that no notice was given to Ray that it was proposed to make any order upon him. This ought to have been done in pursuance of rule 17 of the General Orders of 1852.

*De Gex, Q.C.*, and *Reed*, for the bank, contended that this objection must be taken to have been waived; it was not made before the Commissioner.

*Bagley* in reply.

**Knight Bruce, L.J.**—There appears to have been a material irregularity not waived.

**Turner, L.J.**—I agree.

Order of Commissioner discharged. No costs of appeal.

Solicitors, *Cotterill & Sons; C. Baylis.*

July 26; Aug. 2.

**IN RE G. W. DIGBY AND G. E. DIGBY, Solicitors.**

This was an application, on the part of a Mr. Pyman, to obtain an order for taxation of a bill of costs delivered by Messrs. Digby. The Master of the Rolls had dismissed the summons with costs. The costs in question had been paid by means of some transactions with respect to an estate, but it was in dispute whether those transactions amounted to a purchase or only to a mortgage.

*Daniel, Q.C.*, and *Boyle*, for the appellant.

*Jessel, Q.C.*, and *Everitt*, for the respondents.

*Daniel, Q.C.*, in reply.

**Turner, L.J.**, agreed with the Master of the Rolls in thinking that there was no jurisdiction under the statute to undo a transaction which was a purchase, not a mortgage. The summons had been properly dismissed.

**Knight Bruce, L.J.**, had some doubt as to the nature of the transactions, and was not satisfied that the applicant should be put to filing a bill. It was not a case for giving costs of the appeal.

Solicitors, *Stevens & Beaumont; Digby & Son.*

Aug. 2.

**FERRIER v. ATWOOD.**

This was a motion for leave to cover up in a special manner parts of certain documents (for the production of which an order had already been made, with liberty to seal up those parts which did not relate to the matters in question in the suit), or that the defendant might be at liberty to produce copies, or *fac similes* verified by affidavit, but leaving blank such parts as did not relate to the matters in question in the suit.

*Willcock, Q.C.*, and *Higgins*, for the defendant.

*Bird* for the plaintiff.

Their Lordships gave the defendant further time for production, he paying the costs.

Aug. 3.

**RE SMEDLEY.**—This was a motion to commit for contempt of Court two daughters of a lunatic and the husband of one of them, in causing to be published an advertisement offering a reward to anyone who would procure the lunatic to be set at liberty.

*Jessel, Q.C.*, and *Bird*, for the motion, did not press for a committal, but wished to prevent a repetition of the offence.

The parties appeared, and expressed their sorrow for the offence, which they had committed in ignorance, and the Court made no order for committal.

## COURT OF BANKRUPTCY.

July 30.

(Before Mr. Commissioner HOLROYD).

**IN RE ELLIS & Co.**—This was an application, under the 200th section of the Bankruptcy Act, 1861, for an order to register a

deed of arrangement executed by the debtors in the form given in schedule D; and a question of some importance arose as to which was the proper Court to entertain the application—whether the Leeds District Court or the London District Court of Bankruptcy.

It appeared that the debtors had carried on business within the Leeds district, and the Registrar (Mr. Brougham) was of opinion that the Court of that district was the proper tribunal to determine the application.

*R. Griffiths* now appeared for the trustees in support of an application to register, and contended that by the terms of the 200th section the London Court was the proper Court to hear the matter.

After some discussion, and subject to the production of an affidavit that possession of the property comprised in the deed had been taken by the trustees, his Honour granted the application; at the same time expressing an opinion that applications for leave to register under the 200th section, should be made to the Court in London.

Solicitors, *Edwards, Layton, & Jaques.*

July 30; Aug. 2.

(Before Registrar the Hon. SPRING RICE).

**IN RE ISAAC DAVIS.**—A meeting for proof of debts and for choice of assignees was held under the bankruptcy of Mr. Isaac Davis, solicitor and money agent, formerly of 4, Pelham-place, Brompton, and afterwards of Warwick-crescent, Kensington, occasionally residing at Sandgate and Margate.

*Clark* appeared for the bankrupt.

Mr. Davis applied to the Court upon his own petition, alleging that his failure had arisen in consequence of his income as a money agent to meet the necessary expenditure. A statement of account shows that the bankrupt is indebted to the amount of £4,147, and he alleges that he has no property, and that certain fixtures are held upon the security of a bill of sale. It appeared that the bankrupt had been arrested at the suit of Mr. Edward J. D. Paul, a creditor for £43 10s., for the costs of a nonsuit, and he was still detained in custody.

After some discussion, Mr. Frederick William Phillips, of New Boswell-court, commission agent, was appointed assignee.

Aug. 2.—This was a renewed application for release from custody. The bankrupt described himself as a solicitor and money agent, formerly of 4, Pelham-place, then of 6, Warwick-crescent, Kensington, and occasionally residing at Sandgate and Margate. The debts are returned at £4,147.

*Reed* opposed on behalf of Mr. E. J. D. Paul, of Ovington-square, Brompton, a detaining creditor.

*R. Griffiths* supported the bankrupt.

Messrs. *Nichols and Clark*, (sols.), on behalf of the assignees, did not oppose the application.

The bankrupt was examined and said that he was struck off the Rolls of the Courts of Queen's Bench and Common Pleas in 1845. He believed he remained an attorney of the Court of Exchequer, and would swear that he was still a solicitor of the High Court of Chancery. Since the year 1845 he had acted as a financial and confidential agent. He used to be consulted by noblemen and gentlemen who considered his advice worth having. He gave advice free of charge. He had also been engaged in discounting bills; he must have discounted thousands, and occasionally it answered his purpose not to make any charge. He did not keep any books.

*Reed* asked that the petition should be dismissed on the ground of misdescription. The bankrupt, he contended, had no right to describe himself as a solicitor.

After hearing *Griffiths*,

Mr. Commissioner HOLROYD declined to dismiss the petition, but said the application must stand over to give the creditor an opportunity of applying to the Court of Chancery to make a similar order to that which had been made by the Courts of common law, for the purpose of ascertaining whether the bankrupt was still entitled to describe himself as a solicitor. He did not consider that the case was one in which indulgence should be shown, as the debts were upwards of £4,000, and there were no assets.

*Griffiths*.—Will your Honour release the bankrupt upon giving bail?

His Honour.—No; I cannot do that. The order will be as I have stated.

Application refused.

Aug. 3.

(Before Mr. Registrar BROUGHAM).

**IN RE S. H. PERRIN.**—This was a first sitting. The bankrupt, Mr. S. H. Perrin, was an attorney, having offices at 55, George-street, Bermondsey. He was adjudicated a bankrupt upon the petition of a creditor, so that no preliminary statement of accounts has yet been filed, but the liabilities are believed to be light. The bankrupt states that he has no property, either in possession or expectancy. There is an item of £500 good book-debts.

Mr. Carttar, accountant, of Sise-lane, was appointed creditors' assignee, and Mr. Edwards is the official assignee under the bankruptcy.



## COURTS.

### JUDGES' CHAMBERS.

(Before Mr. Baron BRAMWELL.)

Aug. 8.—An important question under the Bankruptcy Act was decided in the case of *Mackenzie v. Jennings*. The defendant made a deed under the Bankruptcy Act, which was registered before judgment was signed in an action for an accident. He was now arrested.

*Dolson* contended that he was protected.

*Demey* submitted that there was no debt when the deed was made, and therefore could be no protection.

Mr. *Edwards* attended from the Sheriff of Kent's office.

His LORDSHIP refused to discharge, and dismissed the summons with costs.

It was announced that Chief Baron Kelly would be the "long vacation" judge, and was expected to relieve Mr. Baron Bramwell in a few days.

## GENERAL CORRESPONDENCE.

Sir,—Will you kindly insert the following questions in your valuable paper:—

Is a bequest of money for the purpose of purchasing land to build a tomb for the testator's body a valid one?

Must a receipt and acceptance under the 17th section of the Statute of Frauds be such as to preclude the purchaser from objecting to the quality of the goods sold?

STUDENT.

Sir,—With reference to the queries by X. Y. Z. it has been decided in the case of *Leroux v. Brown*, 12 C. B. 801, that the 4th section of the Statute of Frauds only affects the procedure on contracts; and, therefore, a contract made between a British and French subject in France, and to be performed there, was held unenforceable here, because it was not to be performed within a year from the making thereof, and was not in writing. This case has been doubted by Willes, J., 8 C. B. N. S. 316, and in Smith's Leading Cases, vol. 1, 272. It may be inferred also from the judgment that under the 17th section such a contract is enforceable here if valid in France. The above rules of construction apply only to contracts respecting moveables. If the contract be concerning realty in England all the statutes respecting realty must be strictly conformed to wherever the contract be entered into, 2 Burge 869.

Where there is a limitation to a person for life by deed, and a limitation afterwards in his lifetime to his heirs or the heirs of his body, under an execution of a power of appointment contained in the deed creating the life interest, the two limitations will coalesce, because the limitation of the inheritance takes effect as if it were contained in the deed creating the power, 2 Sugden on Powers 24—5.

A. B.

## APPOINTMENTS.

GEORGE BURNETT, Esq., Advocate, to be Lyon King of Arms for Scotland.

WILLIAM TULLET IOWARD, Gent., to be a London Commissioner to administer oaths in Chancery.

Mr. W. ANDERSON, M.A., to be counsel to the Attorney-General for Ireland.

## SOCIETIES AND INSTITUTIONS.

### LIVERPOOL CHAMBER OF COMMERCE.

The half-yearly meeting of this chamber was held on Wednesday afternoon. The president of the chamber, Mr. Meade King, occupied the chair. Among those present were Mr. T. B. Horsfall, M.P., and the Hon. Algernon Egerton, M.P.

Mr. HORSFALL said, with regard to the Bankruptcy Bill, there was a bill introduced by the late Attorney-General which was calculated to amend many faults, but left others still untouched. Sir H. Cairns, the new Attorney-General, was preparing for the introduction of a measure as soon as Parliament re-assembled; and if the chamber would turn

their attention to the old bill and suggest improvements and amendments, and send them up before the new bill was printed, he thought they would have a very satisfactory Bankruptcy Bill passed. Considerable interest had been taken by that chamber on the question of the Admiralty Courts. His hon. colleague and himself had had some conversation with Mr. Denman, who was fully satisfied that Liverpool was entitled to an Admiralty Court; but whether the judge should be resident or should establish a circuit was an open question. He, however, thought that such a court might be formed in connexion with the Court of Passage.

## LAW STUDENTS' JOURNAL.

### PRELIMINARY EXAMINATION.

The preliminary examination will take place on Wednesday and Thursday, 13th and 14th February, 1867, and will comprise:—

1. Reading aloud a passage from some English author.
2. Writing from dictation.
3. English grammar.
4. Writing a short English composition.
5. Arithmetic—A competent knowledge of the first four rules, simple and compound.
6. Geography of Europe and of the British Isles.
7. History—Questions on English history.
8. Latin—Elementary knowledge of Latin.
9. 1. Latin. 2. Greek, ancient or modern. 3. French. 4. German. 5. Spanish. 6. Italian.

The special examiners have selected the following books, in which candidates will be examined in the subjects numbered 9 at the examination:—

In Latin—Cicero, De Senectute; or Horace, Odes, Book III.

In Greek—Homer, Iliad, Book VI.

In modern Greek—Βακχάρειος, περί Ἀδικημάτων καὶ Ποινῶν μεταφρασμένον ἀπὸ τῆς Ἰταλικῆς Γλῶσσης, 1—7, both inclusive; or, Βεντοῦρης Ἱστορία τῆς Ἀμερικής, Βιβλίον Ζ΄.

In French—Voltaire, Semiramis; or, Le Sage, Gil Blas, Books V., VI., and VII.

In German—Schiller's Turandot; or, Lessing's Emilia Galotti.

In Spanish—Cervantes, Don Quixote, cap. xv. to xxx. both inclusive; or, Moratin, El Si de las Ninas.

In Italian—Manzoni's I Promessi Sposi, cap. i. to viii. both inclusive; or, Tasso's Gerusalemme, 4, 5, and 6 cantos; and Volpe's Eton Italian Grammar.

Each candidate will be examined in one language only, according to his selection. Candidates will have the choice of either of the above-mentioned works.

The examinations will be held at the Incorporated Law Society's Hall, Chancery-lane, London, and at some of the following towns:—Birmingham, Brighton, Bristol, Cambridge, Cardiff, Carlisle, Carmarthen, Chester, Durham, Exeter, Lancaster, Leeds, Lincoln, Liverpool, Maidstone, Manchester, Newcastle-on-Tyne, Oxford, Plymouth, Salisbury, Shrewsbury, Swansea, Worcester, York.

Candidates are required to give one calendar month's notice to the Incorporated Law Society (addressed to the Secretary) of the language in which they propose to be examined, the place at which they wish to be examined, and their age and place of education.

### ARTICLED CLERKS' SOCIETY.

At a meeting, held at Clement's-inn Hall on Wednesday, August 1, with Mr. Fraser in the chair, Mr. Collins moved "That when X. has paid a premium to be admitted into partnership with Y., and before the expiration of the term the partnership is dissolved, without any improper conduct on the part of Y., X. is entitled, in the absence of express stipulation, to a return of a proportionate part of the premium." Mr. Waller opposed. The subject was decided in the affirmative.

UNIVERSITY COLLEGE, LONDON (GOWER-STREET).

### LAW CLASSES.

The course of instruction in these classes is specially adapted for students preparing for the LL.B. degree in the University of London, and for the Indian Civil Service Examinations.

The session is divided into the following three Terms:—

- (1) The Christmas Term, commencing on Monday the 29th of October, and ending on Thursday, December 20th.  
 (2) The Easter Term, commencing on Monday the 14th January, and ending on Thursday the 21st March.  
 (3) The Summer Term, commencing on Monday, April the 15th, and ending on Thursday the 4th July.

<i>Subjects taught.</i>	<i>Professors and Readers.</i>	<i>Under the Direction of:</i>
ROMAN LAW.....	Prof. Roby.	
GENERAL JURISPRUDENCE AND CONSTITUTIONAL HISTORY OF ENGLAND..	Mr. J. Anstie.....	Council.
EQUITY AND REAL PROPERTY LAW .....	Mr. J. M. Solomon .....	Council.
COMMON LAW, AND THE LAW OF EVIDENCE. ....	Mr. A. Charles ...	Council.
LAWS OF INDIA .....	Prof. Wood.	

#### ROMAN LAW.

Professor Roby, M.A.

*Monday and Thursday, from 7.30 to 8.30.*

The Monday course will consist of about twenty-four lectures, and will commence on the 29th of October. It will embrace principally the Law of Things and the Law of Obligations, but will contain also a summary view of the Law of Inheritance and of Family Relations.

Fee, 15s. per Term, or £2 2s. for the whole course.

On Thursdays (commencing 1st November), at the same hour, the professor will read, with his class, the Institutes of Gaius and Justinian. The book used will be Gneist's "Syntagma Institutionum et Regularum Juris Romani."\*

Fee, 15s. per term, or £2 2s. for the whole course.

#### GENERAL JURISPRUDENCE AND CONSTITUTIONAL HISTORY OF ENGLAND.

Reader, J. Anstie, Esq., B.A., Barrister-at-Law.

*Tuesday and Thursday, from 6.30 to 7.30.*

From 8 to 12 lectures will be delivered in each Term.

The Christmas Term will commence on the 30th of October, and the readings during that Term will be devoted to the Constitutional History and Law of England. They will comprise the history and definition of the organs of Legislation, Government, and Judicature in England, their functions, and the limits of their powers.

The Easter and Summer Terms will be devoted to Jurisprudence.

The subject will be considered under the following heads:—

Law considered in its form and definition—in its subject matter and purpose—in its extent and dominion.

The position and general character of Local and International Law.

Law relating to personal qualification.

Law relating to the Constitution of the State—legislation—administration—judicature.

Law relating to property—definition of property—subject matter—real rights—violation of rights—title (creation, transmission, and extinction of real rights).

Law relating to contract—definition of contract—subject matter—contractual duties—breach of duties—title (creation, transmission, and extinction of contracts).

Remedial law.

Or so much of the above as time will admit.

Fees: 15s. each Term, or £2 2s. for the whole session.

#### EQUITY AND REAL PROPERTY LAW.

Reader, J. M. Solomon, Esq., M.A., Fellow of the College, Barrister-at-Law.

*Monday and Wednesday, from 8.30. to 9.30.*

#### Equity.

Origin and History of Equity Jurisprudence in England. General Outline of Equity Jurisprudence. Equity as applied to Trusts, Mortgages, Fraud, and Mistake.

#### Real Property Law.

Origin and History of Tenures. Estates at Common Law, Estates under the Statutes of Uses, and Equitable Estates. Merger. History and Present State of Law of Entail.

There will be twenty-four lectures, eight in each Term.

Fee, 15s. per Term, or £2 2s. for the whole session.

#### COMMON LAW.

Reader, Arthur Charles, Esq., B.A., Barrister-at-Law.

*Tuesday and Thursday, from 8.30. to 9.30.*

Twenty-four lectures, in three courses, on the Law of Contracts, the Law of Torts, and the Law of Evidence.

\* This book may be obtained from Williams & Norgate, or other foreign booksellers. Price 5s.

I. Eight lectures during Christmas Term, as follows:—  
 Nature of Contracts. Classification of Contracts. Distinction between Contracts and Torts. Forms of Action and Pleadings applicable in cases of Breach of Contract and in cases of Tort. Parties to Actions, especially with reference to the death, infancy, coverture, or bankruptcy of plaintiff and defendant. The Limitation of Actions. The Statute of Frauds. Effect of Illegality on Contracts.

II. Eight lectures during Easter Term, as follows:—  
 Principal and Agent. Bailments; the Law of Carriers. Defamation. False Representation. Trover and Litterae. Trespass to Lands, Goods, or Person.

III. Eight lectures during the Summer Term, as follows:—

Insurance—Marine, Fire, and Life. Bills of Exchange. Law of Evidence:—1. Who may be Witnesses. 2. Documentary Evidence. 3. Discovery and Inspection of Documents. 4. Presumptions of Law and Fact.

Fees, 15s. per Term, or £2 2s. for the whole session.

#### INDIAN LAW.

Professor E. Phillips Wood, B.A., Barrister-at-Law.

*Monday and Wednesday, from 6.30 to 7.30.*

#### Christmas Term.

*Senior Class.*—Thirteen lectures, two each week, beginning on Monday the 5th of November.

*Subjects:*—The Civil Code, the Act for the Constitution of High Courts, and the Indian Succession Act

Fee, £2 2s.

#### Easter Term.

*Senior Class.*—Eight Lectures, on the Monday of each week, beginning on the 28th of January.

*Subjects:*—Indian Civil Procedure as applied to English Law in force in India, and to some of the more important Indian Acts and Regulations.

Fee, £2 2s.

*Junior Class.*—Ten lectures, on the Wednesday of each week, beginning on the 16th of January.

*Subjects:*—The Civil Code, the Act for the Constitution of High Courts, and the Indian Succession Act.

Fee, £2 2s.

#### Summer Term.

*Senior Class.*—Ten lectures, on the Monday of each week, beginning on the 13th of April.

*Subjects:*—Indian Civil Procedure generally, the Constitution and Jurisdiction of the Native Courts, the Municipal, Revenue, and Territorial Systems of India, with the Regulations and Acts relating thereto, and the Right of Appeal to the Queen in Council.

Fee, £2 2s.

*Junior Class.*—Ten lectures, on the Wednesday of each week, beginning on the 17th of April.

*Subjects:*—Indian Civil Procedure as applied to English Law in force in India, and to some of the more important Indian Acts and Regulations.

Fee, £2 2s.

*COURSE OF CRIMINAL LAW.*—Ten lectures, on the Wednesday of each week, at 7.30 to 8.30, beginning on the 19th of April.

*Subjects:*—The Principles of the Penal Code, and the Code of Criminal Procedure; the Jurisdiction of Magistrates and Judges in relation to Criminal Matters.

Fee, £2 2s.

## COURT PAPERS.

### ORDER OF COURT.

*The 9th day of July, 1866.*

THE RIGHT HONOURABLE FREDERICK LORD CHELMSFORD, Lord High Chancellor of Great Britain, by and with the advice and assistance of The Right Honourable JOHN LORD ROMILLY, Master of the Rolls, The Honourable SIR RICHARD TORIN KINDERSLEY, The Honourable SIR JOHN STUART, and the Honourable SIR WILLIAM PAGE WOOD, doth hereby, in pursuance and execution of the powers given by the Statute 25 & 26 Vict. c. 89, and of all other powers and authorities enabling him in that behalf, Order and Direct in manner following:

At all times when the Chambers of the Judge to whom Court the matter of the Winding up of any Company is attached shall be closed for an Vacation:

The Chief Clerk of the Master of the Rolls, or of any one of the Vice-Chancellors of the Court, may, notwithstanding the matter of such winding-up may not be attached to the Court of such Judge, countersign any Cheque or Order, request or direction, which under the 42nd and 43rd rules of the General Order, dated 11th November, 1862, is required to be countersigned by the Chief Clerk of the Judge.

CHELMSFORD, C.  
ROMILLY, M.R.  
RICH'D. T. KINDERSLEY, V.C.  
JOHN STUART, V.C.  
W. P. WOOD, V.C.

### OBITUARY.

THOMAS NEWMAN FARQUHAR, Esq.

Mr. Thomas Newman Farquhar, whose death was announced on Wednesday last, died on July 30, at his residence, Sydenham, Kent, in the fifty-eighth year of his age.

Mr. Farquhar was educated at the Charterhouse School, and soon after the completion of his educational course, was articled to Mr. Alexander Gordon, a solicitor, of Old Broad-street, City. He took out his certificate in 1830, and in 1832 became partner with Mr. Johnston, the firm then being Johnston & Farquhar. At a subsequent period Mr. Joseph Leech (now the sole surviving partner) was introduced into the firm, and the style of it was changed to Johnston, Farquhar, & Leech, which continued till a year or two since, when it became, and remained till Mr. Farquhar's decease, Farquhar & Leech.

Mr. Farquhar was a member of the Incorporated Law Society, and of the Law Association for the benefit of widows and families of professional men in the metropolis and its vicinity. He and his firm have been solicitors to the Union Bank since its formation; they were (and his successors are) the legal advisers of the Great Northern Railway Company, and the Crystal Palace Company, of which Mr. Farquhar was the chairman. The deceased gentleman was also a director of the Northern Assurance Company. Mr. Farquhar's decease was somewhat sudden; he lingered only two days, and the cause of his death is supposed to have been congestion of the liver. He leaves two sons, neither of whom we believe a member of the legal profession, and three daughters. Mr. Farquhar was a man of great activity of mind, combined with much firmness, which qualities he brought to bear upon every matter with which he had to do; and the application of them was eminently successful in bringing about a marked improvement in the affairs of the Crystal Palace Company.

**AN INSOLVENT RAILWAY.**—The Libourne and Bergerac Railway Company has just been declared insolvent by a decision of the Tribunal of Commerce of Paris.

**REVISING BARRISTERS.**—The senior Judges of the present Circuits are directed by the Registration of Voters' Act to appoint the Revising Barristers for the counties and boroughs for the next revision of the lists of voters. Each barrister is paid 200 guineas for the revision.

**PROBATE COURT REGISTRY, DOCTORS' COMMONS.**—During the vacation (10th inst. until the 24th of October) the office hours of the department for personal applications and the other departments will be 11 to 3 o'clock.

### PUBLIC COMPANIES.

#### ENGLISH FUNDS AND RAILWAY STOCK.

LAST QUOTATION, August 9, 1866.

[From the Official List of the actual business transacted.]

#### GOVERNMENT FUNDS.

3 per Cent. Consols, 88½	Annuities, April, '85
Ditto for Account, Aug. 9	Do. (Red Sea T.) Aug. 1908
3 per Cent. Reduced, 86½	Ex Billa, £1000, 3 per Ct. 7 pm
New 3 per Cent., 87½	Ditto, £500, Do, pm
Do. 3½ per Cent., Jan. '94	Ditto, £100 & £200, Do pm
Do. 2½ per Cent., Jan. '94	Bank of England Stock, 5 per
Do. 5 per Cent., Jan. '73	Ct. (last half-year) 248
Annuities, Jan. '80	Ditto for Account, —

#### INDIAN GOVERNMENT SECURITIES.

India Stock, 10½ p Ct. Apr. '74 211	Ind. Enf. Fr., 5 p Ct., Jan. '72
Ditto for Account, —	Ditto, 5½ per Cent., May, '79
Ditto 5 per Cent., July, '70 103½	Ditto Debentures, per Cent.,
Ditto for Account, —	April, '84
Ditto 4 per Cent., Oct. '88	Do. Do., 5 per Cent., Aug. '66
Ditto, ditto, Certificated, —	Do. Bonds, 4 per Ct. £1000, 11 pm
Ditto Enhanced Ppr., 4 per Cent. —	Ditto, ditto, under £1000, pm

### INSURANCE COMPANIES.

No. of shares	Dividend per annum	Names.	Shares.	Paid.	Price per share.
			£	£ s. d.	£ s. d.
50'0	5 pc & bns	Clerical, Med. & Gen. Life	100	10 0 0	26 17 6
4000	40 pc & bs	County ... ..	100	10 0 0	85 0 0
40000	8 per cent.	Eagle ... ..	50	5 0 0	6 12 6
10000	7½ 8d pc	Equity and Law ...	100	6 0 0	8 0 0
20000	5½ 14s 3d pc	English & Scot. Law Life	50	3 10 0	4 16 0
2700	5 per cent	Equitable Reversionary...	105	...	95 0 0
4600	5 per cent	Do. New ... ..	80	50 0 0	45 0 0
5000	5 & 3 psh b	Gresham Life ... ..	20	5 0 0	...
20000	5 per cent	Guardian ... ..	100	50 0 0	48 10 0
20000	7 per cent	Home & Col. Ass., Limtd.	50	5 0 0	2 0 0
7500	16 per cent	Imperial Life ... ..	100	10 0 0	20 10 0
50000	10 per cent	Law Fire ... ..	100	2 10 0	5 0 0
10000	32½ pr cent	Law Life ... ..	100	10 0 0	87 15 0
100000	8 pr cent	Law Union ... ..	10	0 10 0	0 16 6
20000	6s p share	Legal & General Life ...	50	8 0 0	7 17 6
20000	5 per cent	London & Provincial Law	50	4 10 0	4 2 6
40000	10 per cent	North Brit. & Mercantile	50	6 5 0	16 10 0
2500	12½ & bns	Provident Life ... ..	100	10 0 0	38 0 0
689220	20 per cent	Royal Exchange... ..	Stock	All	296
—	6½ per cent	Sun Fire ... ..	...	All	212 0 0
4000	...	Do. Life ... ..	...	All	70 0 0

### RAILWAY STOCK.

Shares.	Railways.	Paid.	Closing Prices
Stock	Bristol and Exeter ... ..	100	91
Stock	Caledonian ... ..	100	122
Stock	Glasgow and South-Western	100	113
Stock	Great Eastern Ordinary Stock	100	294
Stock	Do., East Anglian Stock, No. 2	100	7
Stock	Great Northern ... ..	100	118
Stock	Do., A Stock* ... ..	100	124
Stock	Great Southern and Western of Ireland	100	93
Stock	Great Western—Original ... ..	100	52½
Stock	Do., West Midland—Oxford...	100	37
Stock	Do., do.—Newport ... ..	100	36
Stock	Lancashire and Yorkshire ... ..	100	124
Stock	London, Brighton, and South Coast...	100	90
Stock	London, Chatham, and Dover ... ..	100	20
Stock	London and North-Western...	100	117
Stock	London and South-Western ... ..	100	92
Stock	Manchester, Sheffield, and Lincoln...	100	57½d
Stock	Metropolitan ... ..	100	130
10	Do., New ... ..	—	2½pm
Stock	Midland ... ..	100	121
Stock	Do., Birmingham and Derby ... ..	100	92
Stock	North British ... ..	100	52
Stock	North London ... ..	100	121
10	Do., 1864 ... ..	5	...
Stock	North Staffordshire ... ..	100	77
Stock	Scottish Central ... ..	100	134
Stock	South Devon ... ..	100	47
Stock	South-Eastern ... ..	100	67
Stock	Taff Vale ... ..	100	145
10	Do., C ... ..	—	3pm
Stock	Vale of Neath ... ..	100	103
Stock	West Cornwall ... ..	100	55

\* A receives no dividend until 6 per cent. has been paid to B.

### MONEY MARKET AND CITY INTELLIGENCE.

Thursday Night.

During the week the markets for all classes of securities have been characterised by a prevailing inactivity. The dealings have been greatly below the average, and there is a wide-spread indisposition on the part of the general public to make investments of money.

The high rate of discount has the effect of narrowing, within a restricted area, all transactions of a monetary and commercial character; and a reduction in the Bank *minimum* is absolutely requisite, in order to give the needed stimulus, whence alone will spring enterprise, easy rates for accommodation, and enlarged prosperity.

Mr. Watkin's motion for a royal commission to investigate the subject of our currency has been defeated by a "count out;" and, as it was not probable in the existing state of the commercial world, and more especially of the session, that any practical good would result from it, it may be as well that the discussion has come to an end, for by this time everybody has heard and read quite enough upon that matter. However, the Chancellor of the Exchequer stated, in reply to a question put by Mr. Alderman Solomons on Monday night, that if the requisite information were furnished, the Government would be prepared to consider the expediency of renewing the letter of the 11th May last, addressed to the directors of the Bank of England, omitting therefrom the condition which fixed the rate of discount at 10 per cent. Mr. Watkin, on the same evening, gave notice that early in the next session he should move for the appointment of a select committee to inquire into the operation and effects of the Limited Liability Act.

A very important matter, namely, the navigation laws of foreign countries, was the subject of a short discussion in the House on Tuesday night. Lord Stanley admitted the desirability of abolishing or relaxing such laws throughout Europe, but said



the difficulty was how to effect such a result. Provision has been made in France for a progressive reduction in differential duties, and, eventually, for their total extinction. But, hitherto, all attempts to induce Spain and Portugal to relax their codes have been unsuccessful. It can only be hoped that example will be more powerful than persuasion, for all restrictions upon commerce must of necessity be prejudicial.

After a protracted sitting to-day, the Bank directors again separated without reducing the 10 per cent. *minimum*. At the close of the weekly court, when the result was made known, the demand for accommodation was more active, many firms having tided over in the hope of a change for the better.

Consols are 87½ for money; and for the account (September), 88½ to ½.

The Bank return shows the following results:—The reserve of notes shows an increase of £320,670, the total being £2,733,060. The bullion has decreased £170,911, the aggregate amount being £13,622,429. This it was readily understood would be the case. The private securities have decreased £410,813, the total now standing at £26,156,555. This result is a satisfactory feature, and indicates that the Bank's liabilities are gradually running off. The Government balances have decreased £29,124; the private balances have decreased £78,607; and the Government securities have decreased £50,000.

In Foreign Securities there have been no variations of moment during the week. Turkish Bonds have fluctuated a little, and are now firmer. With regard to the loan of 1855, guaranteed by England and France, in answer to a question put by Mr. Hubbard, the Chancellor of the Exchequer stated on Tuesday night, that although it was true there had been some little delay in the transmission of specie for the sinking fund and interest, he had been informed by the Turkish Ambassador that the necessary funds were now on their way from Constantinople to this country. Venezuela Bonds of 1864 have improved. The clause to which we called attention last week, is better understood, and it seems to be admitted that up to the present time there has been no breach of faith. A deputation of the principal holders had an interview with Lord Stanley at the Foreign Office on Monday last. The latest quotations are:—Brazilian Five per Cent. Stock was taken at 70; Egyptian Loan of 1864 realised 83 82½ and 84; the £100 Bonds 83½ and 84½; and the Government Railway Debentures, at 79; Portuguese Three per Cents., 42½; Russian Five per Cents. of 1864 were dealt in at 91 and 91½; Venezuela Six per Cents., at 26 27½ and 27; Dutch Four per Cent. Certificates, 90; Italian Five per Cent. Loan of 1861 obtained 50½ ½ and 50.

Railway shares have been only very moderately dealt in. Great Northern have declined a little upon the announcement of a dividend at the rate of 5 per cent. per annum, as against 5½ for the corresponding half of last year.

The London, Chatham, and Dover Railway (New Lines, &c.) Bill was read a third time and passed on Tuesday. Lord Redesdale, referring to some amendments which had been proposed with a view of creating a fund out of the income of the company, said that income was at the present moment insufficient to pay the interest on the existing debt; for there were debentures now due, and proceedings had been instituted in Chancery to enforce payment. Under these circumstances it was impossible to agree to clauses which would take away money already pledged to creditors. If such things were sanctioned it would lead to reckless conduct on the part of railway managers. The Marquis of Clanricarde, who had supported the clauses, withdrew his support, because the assent of all the creditors had not been obtained. Strange, indeed, would it be did creditors consent to vote away the only security they have for the payment of their debts.

The half-yearly meeting of the Lands Improvement Company was held to-day, Mr. Somerset, Q.C., in the chair. The profits for the half year were stated to amount to £3,006, out of which a dividend was declared at the rate of 8 per cent. per annum, and £1,058 3s. 8d. transferred to the Land Securities Company (Limited), in pursuance of a previous arrangement.

Bank shares have exhibited no important variations. The last quotations are—London and County Bank Shares at 62½ and 62½; London Joint-Stock, 42½ and 42; London and Westminster, 91 and 90½; Oriental Bank Shares realised 43; Bank of New South Wales, 43; Bank of Australasia, 69½ and 69; Chartered Bank of India, Australia, and China, 154 and 144; Chartered Mercantile of India, London, and China, 33, 32½, and 33; English, Scottish, and Australian Chartered, 18.

The first dividend of 6s. 8d. in the pound is announced by Mr. Coleman, the official liquidator of the Bank of London; and the Bank's liabilities, which at the time of the stoppage, were £3,541,532 14s. 2d., are now only £1,529,789 7s. 4d.

Meetings of depositors in the Preston Bank were held on Tuesday at Fleetwood, Blackpool, and Lytham, when it was stated that the whole of the branches in the Fylde would be reopened, and business at Preston be resumed in the course of next week.

A dividend of 12s. 6d. in the pound is announced by the liquidators of the Madrid Bank.

A dividend of 5s. in the pound is expected in the matter of Agra and Masterman's Bank next month.

The quotations for finance and credit shares are the following:—International Financial, 1½ ½ dis.; Credit Foncier, at 3½ to ½ dis.; General Credit, 2 1½ dis.; and London Financial, 14 ½ dis.

In the matter of the Imperial Mercantile Credit Company, before Mr. Weatherall (Vice-Chancellor Wood's chief clerk), a question of importance was discussed on Tuesday. Mr. Davis, who appeared for the official liquidators, claimed the discretion given to the directors by the articles of association, to refuse the register of transfers; and in two cases, in one of which a transferee was out of the jurisdiction, and another in which the transferee was a lady "to be inquired for at her bankers," he declined to do so. Upon the application of several solicitors appearing for different contributories, the question was reserved for the Vice-Chancellor.

If there have been numerous dealings in any shares, it has been in those of the Anglo-American Telegraph Company, and they are now quoted at 1½ ½. This morning (Thursday) the *Great Eastern* started to grapple for the lost cable, and there is great hope that she will succeed in the enterprise, as she has done, at last, in laying that cable along which telegrams travel daily between England and America. It is a glorious triumph of perseverance and labour. Nations, competitors with us, are compelled to own, that in persevering industry England is without a rival, and the Atlantic cable, after ten years of thought and failure is now a success.

The report of the Select Committee of the House of Commons on postal communication tells us that as regards the East the post office has become subsidiary to the telegraph, and, no doubt, in the case of America, the bills of lading of all cargoes of value will be telegraphed to the consignees. One message of 4,000 words has been sent at a cost of £800, and for another £1000 has been paid. Of course it will not be an unmixed good, for those pests of society, the "bulls" and "bears," who have been the authors of so much mischief during the past few months, will be busy with their mischievous work.

Lord Romilly has appointed Mr. George Scott official liquidator for winding up the Rhos Hall Iron Company (Limited). Mr. Scott has also been appointed by Vice-Chancellor Kindersley official liquidator to wind up the Slate Mountain Company (Limited).

Mr. W. H. Holyland, of the firm of Price, Holyland, & Waterhouse, has been appointed, by the Master of the Rolls, official liquidator of the Blakely Ordnance Company (Limited).

The Lord Chancellor has appointed Mr. Arthur Cooper, of the firm of Cooper, Brothers, & Co., the liquidator of the Oriental Commercial Bank (Limited).

## ESTATE EXCHANGE REPORT.

### AT THE NEW AUCTION MART.

By Messrs. DEBENHAM, TEWSON, & FARMER.

Leasehold residence, Balaam-street, Plaistow—Sold for £350.

Leasehold houses, Nos. 5 to 10, Balaam-street, Plaistow, let to weekly tenants at £80 12s. per annum; term 24 years, ground-rent £20 per annum—Sold for £360.

The lease of No. 64, West Smithfield; term 21 years from Christmas 1864; rent £25 per annum—Sold for £195.

## BIRTHS, MARRIAGES, AND DEATHS.

### BIRTHS.

PRENTICE—On Aug. 6, at Leinster-square, Kensington-gardens, the wife of Samuel Prentice Esq., Q.C., of a son.

WOTHEUSHOON—On Aug. 2, at 2, Ebury-villas, Sussex-road, Kensington-park, the wife of C. Gray Wotthespoon, of the Middle Temple, Esq., Barrister-at-Law, of a daughter.

### MARRIAGES.

ASPLAND—TROUP—On Aug. 8, at the Unitarian Church, Hackney, Lindsey Middleton Aspland, Esq., M.A., LL.B., of the Middle Temple, to Susanna Mary, second daughter of John Troup, Esq., of Upper Clapton.

BE-LEY—COLLES—On Aug. 8, in Monkstown Church, Edmund Thomas Bewley, Esq., Barrister-at-Law, to Anna Sophia Stewart, eldest daughter of Henry Colles, Esq., Barrister-at-Law.

BOUCHER—LLEWELIN—On Aug. 7, at Wilvelascombe, Benjamin Boucher, Solicitor, to Ada, daughter of the late William Llewelin, Esq., of Glamorgan, Pontypool.

FLEWKER—HINCKS—On July 31, at Bath, William Flewker, Solicitor, Wolverhampton, to Elizabeth, second daughter of the late Thomas Hincks, Esq.

FLINT—BRADLEY—On Aug. 3, at River Church, near Dover, Reat William Flint, Esq., Solicitor, to Hessie, eldest daughter of the late Stephen Bradley, Commander R.N.

GIBSON—CAFFE—On Aug. 4, at Cross-Cannonby, Cumberland, Charles Reginald Gibson, of Dartford, Kent, solicitor, to Jane Scaffe, of Birky-lodge, Cross-Cannonby.

GIFFARD HANKEY—On Aug. 2, at Hove Church, Mr. H. A. Giffard, of Lincoln's-inn, Barrister-at-Law, to Helen A., only daughter of Mr. S. A. Hankey, of Brighton.

KNOTT—GRIMBLY—On July 31, at South Banbury, Henry Nichols Knott, Esq., of Worcester, Solicitor, to Catherine Eliza, eldest daughter of James Grimbly, Esq., of Banbury, Oxon.

MEREDITH—HARGRAVE—On Aug. 8, at St. Stephen's Church, James Creed Meredith, Esq., Barrister-at-Law, to Florence, youngest daughter of William Hargrave, Esq.

**PHILLIPS—VAUGHAN**—On July 31, at Llanfairarybryn, Llandovery, Carmarthenshire, Edward Cambridge Phillips, of Brecon, Solicitor, to Isabella Jane, eldest daughter of Henry Gwynne Vaughan, Esq.

**DEATHS.**

**MARSHALL**—On Aug. 2, at Abbotsford-park, Edinburgh, Walker Marshall, Esq. Barrister-at-Law, Calcutta.  
**SUTTON**—On July 21, at Clarendon-terrace, Belsize-road, St. John's-wood, London, William Sims Sutton, Esq., Solicitor, of Birmingham, aged 64.  
**VAUGHAN**—On Aug. 3, Mr. C. E. Vaughan, Sub-Treasurer of the Inner Temple.  
**WEATHERALL**—On Aug. 6, Mr. E. Weatherall, jun., of Dieppe-house, Boundary-road, St. John's-wood, and of King's Bench-walk, Temple.  
**WILDE**—On July 28, at Bramerton, Norfolk, William Wilde, Coroner of the City of Norwich, aged 75.  
**WINTER**—On Aug. 2, at Grantham, Mr. T. Winter, Solicitor, Mayor of Grantham, aged 64.

**LONDON GAZETTES.**

**Winding-up of Joint Stock Companies.**

FRIDAY, Aug. 3, 1866.

**LIMITED IN CHANCERY.**

**Rhds Hall Iron Company.**—Order to wind-up, made by the Master of the Rolls July 27. Rutter & Neve, Wolverhampton, solicitors for the petitioners.  
**Birmingham Banking Company (Limited).**—Order to wind-up, made by the Master of the Rolls July 27. Ingleby & Co, Birm, Solicitors for the petitioners.  
**Plym River Slab and Slate Company (Limited).**—Vice-Chancellor Stuart has, by an order dated Aug. 1, appointed Thomas Partington Scrivener, Norfolk-st. Strand, to be official liquidator. Creditors are required, on or before Sept 30, to send their names and addresses, and the particulars of their debts or claims. Friday, Nov 9 at 12 30, is appointed for hearing and adjudicating upon their debts and claims.  
**Ottoman Company (Limited).**—Vice-Chancellor Wood has, by an order dated Aug. 1, appointed Henry Croydill, Old Jewry-chambers to be official liquidator. Creditors are required, on or before Sept 12, to send their names and addresses, and the particulars of their debts and claims. Tuesday, Oct 30 at 1, is appointed for hearing and adjudicating upon the debts and claims.  
**Tewkesbury Hosiery Company (Limited).**—Creditors are required, on or before Sept 29, to send their names and addresses, and the particulars of their debts or claims, to Samuel Hinch, Southwick-park, Tewkesbury. Tuesday, Nov 6 at 12, is appointed for hearing and adjudicating upon the debts and claims.  
**Mexican and South American Company.**—The Master of the Rolls will, on Tuesday, Aug. 7 at 2, at his chambers, proceed to make a call on the several persons who are settled on the list of contributors, the said call to be £1 per share.

TUESDAY, Aug. 7, 1866.

**LIMITED IN CHANCERY.**

**Blakely Ordnance Company (Limited).**—Order to wind-up, made by the Master of the Rolls on July 28. Harrison & Lewis, Old Jewry, Solicitors for the petitioner.  
**Breech Loading Armoury Company (Limited).**—Order to wind-up, made by the Master of the Rolls on July 28. Harper, Philip-p-lane, Solicitor for the petitioner.  
**Slate Mountain Company (Limited).**—Vice-Chancellor Kindersley has, by an order dated July 18, appointed George Scott, of 2, Bond-court, Walbrook, official liquidator.

**Friendly Societies Dissolved.**

TUESDAY, Aug. 7, 1866.

**Edale Friendly Society.** Nng's Head Inn, Edale, Derby. Aug. 3.  
**Hand-in-Hand Society.** Swan Inn, Longparish, Southampton. Aug. 3.  
**Royal Union Society.** New Inn, Frampton Cottrell, Gloucester. Aug. 2.

**Creditors under Estates in Chancery.**

Last Day of Proof.

FRIDAY, Aug. 3, 1866.

**Banks, Wm.** Holland-pl, Clapham-rd, Esq. Sept 1. Wright & Banks, V. C. Kindersley.  
**Berry, Thos.** Brighton, Wine Merchant. Oct 10. Nicholson & Norman, M. R.  
**Bulstrode, Grace.** Worthington, Leicester, Spinster. Oct 20. Orton & Close, M. R.  
**Carpenter, Ann.** Hereford, Spinster. Oct 29. Dyer & James, V. C. Wood.  
**Craddock, Jas.** Leeds, Staff Manufacturer. Oct 20. Craven & Craddock, M. R.  
**Gravenor, Richd.** Walton, Radnor, Farmer. Oct 1. Gravenor & Gravenor, M. R.  
**Hyde, Right Hon** Seymour Sydney, Earl of Harrington, Elvaston Castle, Derby. Oct 22. Stanhope & Countess of Harrington, V. C. Stuart.  
**Hilum, Geo.** Peterborough, Northampton. Sept 10. Harrison & Hilliam, M. R.  
**Hughes, Richd** Radford, Brighton, Lient-Col. Oct 15. Duncan & Fond, V. C. Stuart.  
**Husler, John.** Hengdingley, nr Leeds, Stone Merchant. Sept 30. Trickett & Husler, V. C. Stuart.  
**Loveridge, Thos.** Merthyr Tydfil, Glamorgan, Wine Merchant. Sept 3. Wright & Loveridge, M. R.  
**Reeves, Mary.** Thames-st, Spinster. Oct 1. Davey & English, V. C. Stuart.  
**Sutcliffe, Jonas.** Bradford, York, Comm Agent. Sept 30. Turquand & Fletcher, V. C. Stuart.  
**Swan, David.** Hamilton-st, Camden-town, Gent. Oct 1. Overton & Niven, M. R.

**Wardropper.** Edwd Crooks, Chester-le-street, Durham, Gent. Sept 30  
**Nicholson & Wardropper.** V. C. Stuart.

TUESDAY, Aug. 7, 1866.

**Atkyns, Frances.** Cadogan-pl, Chelsea, Spinster. Sept 29. Atkyns & Hamilton V. C. Stuart.  
**Brant, David.** Windlesham, Surrey, Coachman. Oct 10. Brant & Martin, M. R.  
**Bolton, Ellen.** Aberdeen-pl, Maida hill, Spinster. Oct 1. Fisk & The Attorney-General, V. C. Wood.  
**Bragger, Joseph** Fradk, Cornwall ter, Felton-rd, East Greenwich, Gent. Oct 1. Bragger & Spargo, V. C. Wood.  
**Clayton, Wm.** Hemingbrough, York, Farmer. Sept 30. Wilson & Mitchell, V. C. Stuart.  
**Collins, Patrick.** Brighton, Linen Factor. Oct 25. Collins & Lynch, V. C. Stuart.  
**Collins, Patrick.** Brighton, Linen Factor. Nov 1. Collins & Lynch, V. C. Stuart.  
**Evans, Evan.** Llanwonno, Glamorgan. Oct 10. Evans & Evans, M. R.  
**Gregson, Saml.** Upper Harley-st, Esq. Oct 1. Murray & Gregson, M. R.  
**Hiron, John** Franklin, Chipping Campden, Gloucester, Gent. Oct 20. Hiron & Bartlett, V. C. Stuart.  
**Hopkins, Eliz.** Bristol, Spinster. Oct 29. Crowther & Bradney, V. C. Wood.  
**James, Mary.** Kingston, Hereford, Widow. Oct 24. Cheyne & James, V. C. Stuart.  
**Nichols, John.** Cook's-ct, Lincoln's-inn, Solicitor. Sept 30. Nichols & Nichols, M. R.  
**Orton, Thos.** Philadelphia, Pennsylvania, America, Esq. Oct 10. Fisher & Orton, M. R.  
**Poole, Hy.** Bradford, York. Oct 5. Mann & Poole, V. C. Stuart.  
**Rushworth, Chas.** Harrison, St Ann's-villas, Notting-hill. Attorney-at-Law. Oct 16. Jackson & Rushworth, V. C. Kindersley.  
**Thomas, Wm.** Pembroke-dock, Pembroke, Surgeon. Nov 2. Williams & Hancock, V. C. Kindersley.  
**Wharmby, John.** Hyde, Chester, Cotton Spinner. Oct 29. Re Wharmby, M. R.

**Creditors under 22 & 23 Vict. cap. 35.**

Last Day of Claim.

FRIDAY, Aug. 3, 1866.

**Cotter, Thos.** Lpool, Painter. Sept 1. Harvey & Co, Lpool.  
**Davy, Ann.** Sheffield, Widow. Aug 31. Fre & Co, Sheffield.  
**Easthope, Sir John.** Weybridge, Surrey, Bart. Sept 10. Grazebrook & Paine, Chertsey.  
**Elliott, John.** Green's Norton, Northampton, Gent. Sept 28. Cooke, Towcester.  
**Farrer, Hy.** sen, Albert-rd, Regent's-pk, Esq. Sept 15. Shaw, Southampton-row, Russell-sq.  
**Heather, Thos.** Portsmouth, Esq. Sept 15. Scott, Basinghall-st.  
**Herbert, Chas** Townsend, Penton-st, Pentonville, Dyer. Sept 30. Scott, Basinghall-st.  
**Kettlewell, Wm** Christian, Leeds, Drysalter. Nov 1. Greene, Leeds.  
**Kidd, Richd.** Fenchurch-st, Grocer. Oct 31. Kidd & Co, Holmfirth, nr Huddersfield.  
**Makin, John.** Lpool, Grocer. Oct 1. Evans & Co, Lpool.  
**Oldfield, Robt** Shackleton, Melbourne, York, Gent. Oct 1. England & Co, Hull.  
**Thorne, Geo.** Fore-st, Cripplegate, Gasfitter. Oct 1. Ware, Gt Knight-riders-st, Doctors'-commons.  
**Whitby, John.** New Basford, Nottingham, Gent. Sept 30. Burton & Son, Nottingham.  
**Yeomans, John.** Oldbury, Worcester, Boat Owner. Sept 1. Best & Horton, Birm.

TUESDAY, Aug. 7, 1866.

**Carter, Mary.** Pontefract, York, Widow. Aug 16. Carter & Sykes.  
**Cooke, Susannah.** Combe St Nicholas, Somerset, Spinster. Oct 1. Clarke & Lukin, Chard, Somerset.  
**Hare, John.** Wymondham, Norfolk, Farmer. Oct 1. Atkinson, Norwich.  
**Hubbard, Susannah.** Charlton, nr Dover, Widow. Sept 12. Fielding & Greenhow, Dover.  
**Hawgood, Thos** Saml, Portsea, Southampton, Licensed Victualier. Sept 30. Binsted & Elliott, Portsmouth.  
**Jeffreys, Rev Richd.** Cockfield Rectory, Suffolk, Clerk. Oct 11. Wayman, Cambridge.  
**Ley, Wm** Merriman, Bishop's Stortford, Hertford, Gent. Sept 29.  
**Baker, Bishop's** Stortford.  
**Morris, John.** Pembrey, Carmarthen, Gent. Sept 30. Thomas, Carmarthen.  
**Mastoe, Robt.** Pitminster, Somerset, Esq. Oct 1. Clarke & Lukin, Chard, Somerset.  
**Westbury, Chas.** Fairford, Gloucester, out of business. Sept 1. Corbett.  
**Wood, Bridget** Anne, Portobello, nr Edinburgh, Spinster. Aug 13. Nanson, Carlisle.  
**Ward, Sophia.** Compton-ter, Islington, Widow. Sept 29. Harrison & Lewis, Old Jewry.  
**Willmot, John.** Plymouth, Devon, Pawnbroker. Sept 29. Elmonds & Sons, Plymouth.  
**Vaughan, Thos.** Birm, Cabinet Maker. Sept 3. Jagger, Birm.

**Assignments for Benefit of Creditors.**

TUESDAY, Aug. 7, 1866.

**Ring, Thos.** Rotherhithe, Surrey, Wood Merchant. July 9. Piows & Irvine, Mark-lane.  
**Reynolds, Geo.** & John Jas Walker, Fenchurch-st, Ship and Insurance Brokers. July 11. Piows & Irvine, Mark-lane.  
**Ramsden, John** Iredale, Edwin Ramsden, & Joseph Ramsden, Almonds-bury, York, Woollen Manufacturers. July 30. Hesp & Co, Huddersfield.

**Deeds registered pursuant to Bankruptcy Act, 1861.**

FRIDAY, Aug. 3, 1866.

**Barker, John.** George-yd, Lombard-st, Merchant. Aug 1. Asst. Reg Aug 2.

- Barnaby, Hy. & Wm Barnaby, High-st, Woolwich, Tallow Melters. July 7. Asst. Reg Aug 2.  
 Barnett, Wm, Elm, Grocer. July 12. Comp. Reg Aug 3.  
 Barry, Patrick, Salisbury-st, Bermondsey, Rag Merchant. July 31. Comp. Reg Aug 2.  
 Bray, John, Newport Pagnell, Buckingham, Contractor. July 17. Inspectorship. Reg Aug 2.  
 Brett, Thos, Bolton-le-Moors, Lancaster, Provision Dealer. July 18. Comp. Reg Aug 2.  
 Burt, Wm, Plymouth, Devon, Grocer. July 6. Asst. Reg Aug 2.  
 Caldas, Francisco, & José Antonio Teixeira di Barros, Muscovy-ct. July 10. Asst. Reg Aug 2.  
 Chamberlain, Wm, Manch, Chemist. July 16. Comp. Reg Aug 1.  
 Clayton, Walter, Huddersfield, York, Lunkeeper. July 6. Asst. Reg Aug 1.  
 Davis, Abraham, Hertford-rd, Kingsland, General Dealer. July 12. Comp. Reg Aug 2.  
 Elkington, John, Erdington, Warwick, Surgeon. July 31. Asst. Reg Aug 2.  
 French, Jas Martin, Birm, Music Seller. Aug 1. Comp. Reg Aug 3.  
 Flins, John, Lewisham, Kent, Builder. July 31. Comp. Reg Aug 2.  
 Gardner, Robt, West Bromwich, Stafford, Boiler Manufacturer. July 28. Comp. Reg Aug 1.  
 Green, Thos Benj, Bristol, Beer Retailer. July 23. Asst. Reg Aug 2.  
 Girvin, Robt, & Wm Slater, Lpool, Merchants. July 24. Inspectorship. Reg Aug 2.  
 Grestorex, Thos, Leicester-pl, Leicester-sq, Wine Merchant. July 23. Comp. Reg Aug 3.  
 Hatcher, Wm, Bristol, Broker. July 14. Release. Reg Aug 3.  
 Herzberg, Adolphus, & Joseph Stahl, Wood-st, Cheapside, Warehousemen. July 11. Comp. Reg Aug 2.  
 Hillis, Chas, Lawrence-lane, Cheapside, Warehouseman. July 24. Comp. Reg Aug 1.  
 Holyoak, Geo, Neasdale, Salop, Esq. July 10. Comp. Reg Aug 3.  
 Howe, Saml, Bristol, Beerhouse Keeper. July 16. Asst. Reg Aug 3.  
 Johnson, Geo, Manch, Corn Merchant. July 28. Comp. Reg Aug 1.  
 Kidd, John, Sherborne, Dorset, Schoolmaster. July 5. Asst. Reg Aug 1.  
 Lambert, Chas, Mangotsfield, Gloucester, Woollen Manufacturer. July 9. Asst. Reg Aug 1.  
 Lamont, Robt, Lpool, Steamship Agent. Aug 2. Comp. Reg Aug 3.  
 Latham, Saml, Newcastle-under-Lyme, Stafford, Corn Merchant. July 20. Comp. Reg Aug 1.  
 Leach, Thos, Salisbury, Grocer. July 30. Comp. Reg Aug 2.  
 Lewis, Chas, Newport, Isle of Wight, Butcher. July 7. Asst. Reg Aug 3.  
 Lingwood, Robt, Edward-st, Bethnal-green, Trimming Manufacturer. July 20. Asst. Reg Aug 2.  
 Lockwood, John, Fulstone, nr Huddersfield, York, Cloth Manufacturer. July 20. Comp. Reg Aug 1.  
 Lomax, Matthew, Radcliffe, Lancaster, Grocer. July 24. Asst. Reg Aug 2.  
 Lumley, Richd, Llandaff, Glamorgan, Iron Manufacturer. July 27. Asst. Reg Aug 2.  
 Mills, Wm, Fore-st, Limehouse, Sail Maker. July 7. Comp. Reg Aug 3.  
 Moore, Rudolph Hy, Oldham, Lancaster, Cotton Spinner. July 9. Asst. Reg Aug 1.  
 Mortimer, Richd, Bristol, Wheelwright. July 12. Asst. Reg Aug 1.  
 Morton, Chas, Oxford-st, Gent. July 18. Comp. Reg Aug 2.  
 Munro, Catherine Downing, Sheffield, Widow. July 23. Asst. Reg Aug 3.  
 Oldham, Jas, & John Oldham, Dinton, Lancaster, Hat Manufacturers. July 3. Comp. Reg Aug 31.  
 Orridge, Wm, Ludgate-hill, Chemist. July 4. Asst. Reg Aug 1.  
 Parkinson, Thos, Preston, Lancaster, Drysalter. July 7. Comp. Reg Aug 1.  
 Penn, Jas Richd Hood, Llangatock-Vibon-Arel, Monmouth, Wheelwright. July 17. Comp. Reg Aug 2.  
 Pile, John, West Hartlepool, Durham, Shipbuilder. July 11. Asst. Reg Aug 2.  
 Poyne, Wm, & John Formby, Lpool, Brassfounders. Aug 2. Inspectorship. Reg Aug 3.  
 Richardson, Christopher, Walsall, Stafford, Saddler. July 5. Asst. Reg Aug 31.  
 Rigby, Joseph Brown, Page-st, Westminster, Contractor. July 18. Inspectorship. Reg Aug 3.  
 Rogers, John, Sheffield, Dealer in Boots. July 20. Asst. Reg Aug 1.  
 Sawyer, Joseph, Gt Cheverell, Wilts, Millwright. July 6. Asst. Reg Aug 2.  
 Shaw, Thos, Linsendrasper, & Elliott Hirst, Woollen Manufacturer, Almondbury, York. July 11. Asst. Reg Aug 3.  
 Smith, Ezra Peel, & Israel Smith, Leicester, Lamb's Wool Spinners. July 10. Comp. Reg Aug 3.  
 Smith, Chas, North-st East, Peckham, Grocer. July 18. Comp. Reg Aug 2.  
 Stead, Joseph Lochhead, Halifax, York, Woolstapler. July 7. Asst. Reg Aug 3.  
 Stringer, John, Turk-st, Shoreditch, Buhl Cutter. July 31. Comp. Reg Aug 2.  
 Teale, John Richd, Leeds, Upholsterer. July 27. Comp. Reg Aug 1.  
 Troeman, Chas, Joseph Fry, & Abraham Rooke James, Gresham-house, Contractors. July 20. Asst. Reg Aug 2.  
 Ward, Wm, High-st, Deptford, Corn Dealer. July 4. Comp. Reg Aug 20.  
 Webster, Robt Fras, Green-st, Bethnal-green, Greengrocer. July 7. Comp. Reg Aug 2.  
 Wheeler, Wm, Romsey, Southampton, Schoolmaster. July 5. Asst. Reg Aug 31.  
 Willing, Geo Fredk Brutton, Gt Wakering, Essex, Surgeon. July 13. Asst. Reg Aug 1.  
 Wood, Wm, Scarborough, York, Grocer. July 6. Asst. Reg Aug 2.
- TUESDAY, Aug. 7, 1866.
- Abbott, Edw, Change-alley, Cornhill, Wine Merchant. July 10. Asst. Reg Aug 7.  
 Asculan, Wm Fredk, Handsworth, Stafford, Comm Agent. July 26. Comp. Reg Aug 6.  
 Armitage, John, Goolie, York, Grocer. July 11. Comp. Reg Aug 4.  
 Aston, Isaiah, & Richd Edwards Shaw, Wolverhampton, Coalmasters. July 25. Asst. Reg Aug 7.  
 Ashton, Hy, Hampstead-rd, Middlesex, Gheesemonger. July 10. Comp. Reg Aug 7.  
 Atkin, Joseph Hurd, Sheffield, Boot Dealer. Aug 2. Comp. Reg Aug 3.  
 Awford, Peter, Gloucester, Bootmaker. July 20. Asst. Reg Aug 6.  
 Bayley, Thos Abishai, Tipton, Stafford, Coal Master. Aug 2. Comp. Reg Aug 6.  
 Barton, Vincent Jas, Martin's-lane, Cannon-st, Iron Merchant. Aug 3. Comp. Reg Aug 7.  
 Baker, Geo, Canal-wharf, Camden-town, Coal Merchant. July 30. Comp. Reg Aug 7.  
 Bakes, John, Rosedale, nr Pickering, York, Draper. July 12. Asst. Reg Aug 4.  
 Bennett, Joseph Wm Noble, Essex-st, Strand, out of business. Aug 2. Comp. Reg Aug 7.  
 Brayshaw, John, Stratford New Town, Essex, Pawnbroker. July 23. Comp. Reg Aug 6.  
 Booth, Lionel, Regent-st, Bookseller. July 20. Asst. Reg Aug 6.  
 Bromilow, John, Heywood, Lancaster, Brassfounder. July 30. Comp. Reg Aug 6.  
 Brown, Jacob, Leeds, Cap Manufacturer. Aug 4. Comp. Reg Aug 6.  
 Butcher, Sabina, Lpool, Widow. July 6. Comp. Reg Aug 3.  
 Cadman, John, Oxford-st, Manch, Grocer. July 10. Asst. Reg Aug 3.  
 Carter, Simeon, Wednesbury, Stafford, Railway Smith. July 31. Comp. Reg Aug 4.  
 Cheetham, John, Rochdale, Lancaster, Bookkeeper. Aug 1. Comp. Reg Aug 4.  
 Clarke, Thos, Teddington, Middx, Corn Merchant. July 27. Comp. Reg Aug 6.  
 Close, John Theophilus, Stoke-upon-Trent, Stafford, Earthenware Manufacturer. Aug 1. Comp. Reg Aug 6.  
 Dale, Edwd Hy, Ipswich, Professor of Music. July 16. Asst. Reg Aug 6.  
 Dolery, Jas, Portsmouth, Tobacconist. July 14. Asst. Reg Aug 4.  
 Dransfield, Robt, Leeds, York, Cap Manufacturer. July 16. Comp. Reg Aug 7.  
 Edwards, Edwd, Pontypool, Monmouth, Miller. July 12. Asst. Reg Aug 7.  
 Fleming, John, Manch, Nurseryman. Aug 2. Asst. Reg Aug 3.  
 Freeman, Chas Jeremiah, Norwich, Upholsterer. July 12. Asst. Reg Aug 6.  
 Frankenbug, Hyman, & Julius Frankenburg, Skinner-st, Travelling Bag Manufacturers. July 26. Comp. Reg Aug 6.  
 French, Edw, Tabernacle-sq, Finsbury, Brewer. July 17. Comp. Reg Aug 7.  
 Gearing, Edw, Notting-hill, Grocer. July 11. Comp. Reg Aug 6.  
 Grant, Alex, Holborn-hill, Milliner. July 31. Comp. Reg Aug 7.  
 Griffiths, Fredk, Epping, Essex, Gent. Aug 4. Comp. Reg Aug 6.  
 Gouthwaite, Joseph Hy Lewis, Leeds, Provision Dealer. July 13. Asst. Reg Aug 4.  
 Green, Edwd John, Longton, Stafford, China Manufacturer. July 30. Comp. Reg Aug 4.  
 Herriot, Thos, Brackley, Northampton, Farmer. Aug 2. Asst. Reg Aug 6.  
 Hurworth, Christopher, New Brighton, Chester, Schoolmaster. July 31. Asst. Reg Aug 4.  
 Johnston, David, Eckford Penney, & Fras Borthwick, Lpool, Merchants. July 30. Asst. Reg Aug 3.  
 Jones, John, Llangollen, Denbigh, Flannel Manufacturer. July 23. Asst. Reg Aug 7.  
 Leather, Alex Wm Dow, Sidmouth, Devon, Attorney. June 28. Asst. Reg Aug 7.  
 Levy, Mark, Bigg, Clothier. July 18. Comp. Reg Aug 6.  
 Lumb, Wm, Halifax, York, Woollen Manufacturer. July 23. Asst. Reg Aug 5.  
 Martyn, Thos, Strand, Clothier. July 6. Comp. Reg Aug 3.  
 Matthews, Thos, Monmouth, Grocer. July 16. Comp. Reg Aug 6.  
 Mertens, John Constant Fras, Barge-yd, Bucklersbury, Shipping Agent. Aug 3. Comp. Reg Aug 4.  
 Mercer, Wm, & Fras Palmer Mercer, Kingston-upon-Hull, Merchants. Aug 2. Comp. Reg Aug 3.  
 Millar, Jas Lawrence, St James's-st, Westminster, Dealer in Pictures. July 14. Comp. Reg Aug 6.  
 Miller, Peter Muir, & Wm Mossman, Lpool, Comm Merchants. July 31. Inspectorship. Reg Aug 3.  
 Morgan, Edwd, Queen-st, London, Wholesale Stationer. Aug 1. Inspectorship. Reg Aug 4.  
 Newby, Edgar, Wood-st, Warehouseman. Aug 2. Comp. Reg Aug 6.  
 Owen, Thos, Llanwnda, Carnarvon, Joiner. July 11. Asst. Reg Aug 3.  
 Parkinson, Robt, Southport, & Thos Parkinson, Bary, Lancaster, Cotton Spinners. July 14. Comp. Reg Aug 7.  
 Pelling, David, March, Leather Factor. Aug 6. Comp. Reg Aug 7.  
 Pope, Joseph, Manch, Comm Agent. July 13. Comp. Reg Aug 4.  
 Rand, Stephen, New Romney, Kent, Blacksmith. July 28. Asst. Reg Aug 6.  
 Reynolds, Geo, & John Jas Walker, Fenchurch-st, Shipbrokers. June 30. Asst. Reg Aug 6.  
 Ring, Thos, Prospect-pl, Rotherhithe, Wood Merchant. July 9. Asst. Reg Aug 6.  
 Roberts, Hy, Usk, Monmouth, Attorney-at-Law. July 6. Comp. Reg Aug 3.  
 Robinson, Arthur, Lpool, Salt Broker. July 10. Comp. Reg Aug 4.  
 Rogers, John Banting, Hastings, Engraver. Aug 7. Comp. Reg Aug 7.  
 Senior, Absalom, Dewsbury, York, Shopkeeper. July 29. Comp. Reg Aug 3.  
 Siso, Chas Fleetwood, Lpool, Merchant. July 27. Asst. Reg Aug 4.  
 Sim, Wm Fisher, & Joseph Coventry, Dowgate-hill, Cannon-st. July 27. Inspectorship. Reg Aug 7.  
 Smith, Jas, Leicester, Worsted Spinner. July 10. Comp. Reg Aug 4.  
 Sparks, Joseph, Tiverton, nr Bath, Somerset, Licensed Victualer. July 10. Asst. Reg Aug 6.



Stone, Ebenezer Jas, Hartley Wintney, Southampton, Saddler. July 10. Asst. Reg Aug 3.  
Thomas, Geo Wray, & Wm Eggleston, Halifax, York, Cloth, Manufacturers. July 12. Asst. Reg Aug 3.  
Trenerry, Edwin, Bristol, Shoe Manufacturer. July 31. Comp. Reg Aug 3.  
Wakefield, Geo Hy, Joseph Gadsden Nash, Wm Clibborn, & Thos Jackson Fennell, Lpool, Merchants. July 12. Inspectorship. Reg Aug 7.  
Welsby, Johnson Gore, Lpool, Broker. July 31. Comp. Reg Aug 4.

**Sailorships.**

FRIDAY, Aug. 3, 1866.

To Surrender in London.

Anstee, John, Cumberland-market, Regent's-pk, Bootmaker. Pet July 31. Aug 20 at 12. Hicks, Moorgate-st.  
Barker, Wm Everett, Prisoner for Debt, London. Pet July 30 (for pau). Aug 20 at 12. Kent, Cannon-st.  
Biggs, Saml, Reading, Berks, Builder. Pet July 26. Aug 13 at 12. Pitman, King's-rd, Bedford-row.  
Bruton, Danl, Prisoner for Debt, London. Pet July 27 (for pau). Aug 13 at 3. Dobie, Basinghall-st.  
Carey, Walter Fras, Parker-rd, South End, Croydon, Lath Contractor. Pet July 31. Aug 20 at 11. Parry, Croydon.  
Catchpole, Wm Smith, Prisoner for Debt, London. Pet July 30 (for pau). Aug 20 at 12. Kent, Cannon-st.  
Clark, Jas, Marshall-st, London-rd, Southwark, Camp Stool Manufacturer. Pet Aug 1. Aug 22 at 12. Davis, Harp-lane.  
Colas, Louis Ferdinand, Westmorland-buildings, Aldersgate-st, Pasteboard-box Maker. Pet July 28. Aug 17 at 11. Grout, Suffolk-lane.  
D'Arcis, Fredo Hilaire, Clarendon-ter, South Kensington, Editor. Pet July 27. Aug 13 at 2. Poole, Bartholomew-close.  
Duckett, Fredo, Cockham, Berks, Tailor. Pet Aug 1. Aug 22 at 11. Spicer, Staple-inn.  
Foster, John, Lawn-pl, South Lambeth, Warehouseman's Assistant. Pet July 27. Aug 13 at 2. Howell, Chesside.  
Frood, John, Albany-st, Regent's-pk, Pianoforte Manufacturer. Pet July 30. Aug 17 at 2. Walker & Co, Moorgate-st.  
Hunt, John, Landport, Hants, Coal Dealer. Pet July 30. Aug 17 at 2. Smith & Co, Broad-st.  
Hutt, Thos, Heath's-pl, Uxbridge-rd, Cab Driver. Pet July 30. Aug 17 at 12. George, Jernyn-st, St James's.  
Jameson, Wm Hiko, Hanover-st, Fimlico, House Decorator. Pet July 26. Aug 13 at 1. Johnson, High-st, Marylebone.  
Jenkins, David, Three Colt-st, Limehouse, Grocer. Pet July 28. Aug 17 at 11. Matthews & Co, Leadenhall-st.  
Murray, Louisa, Prisoner for Debt, London. Pet July 30 (for pau). Aug 20 at 12. Dobie, Basinghall-st.  
Neck, Richd, & Saml Sanders Neck, Cambridge, Tailors. Pet July 21. Aug 22 at 12. Treherne & Co, Aldermanbury.  
Onions, Jas, Aldermanbury, Wholesale Jeweller. Pet July 30. Aug 17 at 1. Lawrence & Co, Old Jewry-chambers.  
Pearcey, Silvanus, Southampton, Marine Store Dealer. Pet July 31. Aug 20 at 12. Paterson & Son, Bouverie-st.  
Pheby, John, Prisoner for Debt, London. Pet Aug 1 (for pau). Aug 22 at 11. Dobie, Basinghall-st.  
Portugal, Joaquim Maria de Almeida, Prisoner for Debt, London. Pet July 30. Aug 17 at 1. Lewis & Lewis, Ely-pl.  
Pomphrey, John, Hastings, Tea Grocer. Pet July 27. Aug 13 at 2. Sweeting & Co, Southampton-buildings.  
Powell, Wm Iufus, South Bank, Forest-hill, Shipbroker. Pet July 30. Aug 17 at 1. Watson, Cannon-st.  
Sear, Alfred, Waterloo-rd, Lambeth, Butcher. Pet July 30. Aug 17 at 2. Ody, Trinity-st, Southwark.  
Sinclair, Osborn John, Old-st, St Luke's, Salt Agent. Pet July 28. Aug 13 at 3. Beard, Basinghall-st.  
Slater, Septimus Minett, East-st, Walworth, Brewer. Pet Aug 1. Aug 22 at 11. Moss, Gracechurch-st.  
Stubberfield, John, Hastings, Corn Dealer. Pet July 30. Aug 17 at 1. Woodbridge & Sons, Clifford's-inn.  
Unwin, Thos, Church-st, Portman-market, China Dealer. Pet Aug 1. Aug 20 at 1. Dobie, Basinghall-st.  
Waltham, Jas, Park-ter, Liverpool-rd, Coal Merchant. Pet July 28. Aug 17 at 11. Daniels, Fore-st.  
Whitehead, Richd, St Mary's-pl, Wandsworth, Labourer. Pet Aug 1. Aug 22 at 11. Haynes, Serio-st, Lincoln's-inn.

**To Surrender in the Country.**

Baddley, Thos, Wellington, Salop, Ironmonger. Pet July 31. Birm, Aug 17 at 12. James & Griffin, Birm.  
Bellwood, Rowland, West Derby, Lancaster, out of business. Pet July 30. Lpool, Aug 15 at 11. Best, Lpool.  
Blackhurst, Thos, Sale, Cheshire, Watchmaker. Pet July 27. Warrington, Aug 30 at 1. Fowden, Manch.  
Brinton, Chas Geo, Newcastle-upon-Tyne, Licensed Victualler. Pet July 27. Newcastle-upon-Tyne, Aug 14 at 12. Keenlyside & Forster, Newcastle-upon-Tyne.  
Bulmer, Christopher, Leeds, Hairdresser. Pet Aug 1. Leeds, Aug 13 at 1. Ward, Leeds.  
Cain, John, jun, Holdench, Lincoln, Blacksmith. Pet July 31. Holbech, Aug 15 at 10. Sturton, Holbech.  
Chadwick, Wm, Lpool, Bookkeeper. Pet July 31. Lpool, Aug 14 at 11. T. & T. Martin, Lpool.  
Cheswas, Thos Edensor, jun, Longton, Stafford, Grocer. Pet Aug 1. Stoke-upon-Trent, Aug 18 at 11. Young, Longton.  
Clements, Chas, Salisbury, Wilt, Innkeeper. Pet Aug 1. Salisbury, Aug 18 at 10. Cobb & Smith, Salisbury.  
Clements, Hy, Loughborough, Leicester, Saddler. Pet July 30. Loughborough, Aug 15 at 10. Deane, Loughborough.  
Coupe, Wm, South Shoebury, Essex, Chemist. Pet July 27. Reehford, Aug 15 at 1. Lewis, jun, Brentwood.  
Davies, John, Rodland, Bristol, Builder. Pet July 30. Bristol, Aug 13 at 11. Henderson, Bristol.  
Dawber, Hy, Lincoln, Butcher. Pet July 31. Lincoln, Aug 16 at 11. Rex, Lincoln.  
Deacon, Eliza, Runcorn Gap, Widnes, Lancaster, Spinster. Pet July 28. St Helen's, Aug 15 at 11. Swift, St Helen's.

Dixon, Jas Fras, & Wm Blenkinsop, Leeds, Engineers. Pet July 31. Leeds, Aug 16 at 11. Christie & Co, Leeds.  
Egerton, Wm, jun, Treutman, Stafford, Writing Clerk. Pet July 28. Stoke-upon-Trent, Aug 18 at 11. Tomkinson, Burslem.  
Girling, John, Nottingham, out of business. Pet July 31. Nottingham, Oct 10 at 11. Heathcote, Nottingham.  
Glyn, John Fox, Chorlton-upon-Medlock, Manch, Emery Manufacturer. Pet July 30. Manch, Aug 13 at 11. Eltoft, Manch.  
Gould, Chas Hy, Birm, out of business. Pet July 31. Birm, Aug 30 at 10. Barber, Birm.  
Gowers, Wm, Weir, Bacup, Lancaster, Joiner. Pet July 31. Bacup, Aug 15 at 3. Wright, Bacup.  
Green, Fredo, Bristol, Innkeeper. Pet July 31. Bristol, Aug 13 at 11. Henderson, Bristol.  
Green, Thos Pugh, Smethwick, Stafford, out of business. Pet Aug 1 Birm, Aug 20 at 10. Powell & Son, Birm.  
Hallam, Thos Norton, Leicester, Boot Manufacturer's Manager. Pet July 31. Birm, Sept 4 at 11. Petty, Leicester.  
Hallett, Wm, Farnham, Hants, out of business. Pet July 28. Portsmouth, Aug 20 at 11. White, Portsea.  
Hemmings, Jas, Worcester, Plasterer. Pet July 30. Worcester, Aug 14 at 11. Corbet, Kidderminster.  
Johnson, Joseph Mayson, Egremont, Chester, Sharebroker's Clerk. Pet July 30. Birkenhead, Aug 15 at 10. Anderson, Lpool.  
James, John, Balderton, Nottingham, Tailor. Pet July 30. Newark, Aug 11 at 10. Ashley, Newark-upon-Trent.  
Lighterness, Wm Beatty, Daventry, Northampton, Plumber. Pet July 31. Daventry, Aug 15 at 10. Potts, Daventry.  
Lloyd, Thos, Shrewsbury, Salop, Draper. Pet July 30. Birm, Aug 15 at 12. Jones, Size-lane.  
Lomax, Abraham, Bolton-le-Moors, Lancaster, Cotton Dealer. Pet Aug 1. Manch, Aug 22 at 12. Higson & Co, Manch.  
Marshall, John, sen, Lincoln, Greengrocer. Pet Aug 1. Lincoln, Aug 16 at 11. Rex, Lincoln.  
Page, Chas, Reading, Berks, Butcher. Pet July 27. Reading, Aug 17 at 10. Pain, Reading.  
Parkhouse, Saml, jun, Broadwinser, Dorset, Wheelwright. Pet July 31. Bridport, Aug 8 at 4. Jolliffe, Somerset.  
Pledger, Geo Jolly, Bury St Edmunds, Suffolk, Malster. Pet July 31. Bury St Edmunds, Aug 15 at 11. Walpole, Boyton.  
Pickard, Thos, Bury, Lancaster, Plasterer. Pet July 30. Bury, Aug 23 at 10. Watson, Bury.  
Powell, Emma, Kingston-upon-Hull, Publican. Pet July 30. Kingston-upon-Hull, Aug 15 at 11. Reed, Hull.  
Fratt, Walter Geo, Lincoln, Jeweller. Pet July 31. Leeds, Aug 22 at 12. Rex, Lincoln.  
Predeth, Thos, Newent, Gloucester, out of business. Pet July 24. Newent, Aug 27 at 3. Edmonds, Newent.  
Prince, John Maddock, Burslem, Stafford, Labourer. Pet Aug 1. Hanley, Aug 25 at 11. Ward & Holmes, Burslem.  
Reynolds, John, Wells, Somerset, Cattle Dealer. Pet July 26. Bristol, Aug 13 at 11. Willesford, Exeter.  
Slater, Timothy, Birm, Shoemaker. Pet Aug 1. Birm, Aug 30 at 10. Marshall & Wright, Birm.  
Smith, Edw Bath, Photographer. Pet July 28. Bath, Aug 15 at 11. Bartrum, Bath.  
Smith, Edwin, Prisoner for Debt, Bristol. Adj July 30 (for pau). Bristol, Aug 31 at 12.  
Smith, John, South Eton, York, Bookseller. Pet July 30. Stockton-on-Tees, Aug 15 at 11. Clemmet, jun, Stockton-on-Tees.  
Spencer, Danl, Belgrave, Leicester, Butcher. Pet July 21. Birm, Aug 21 at 11. Spooner, Leicester.  
Taylor, John, Wootton, Lincoln, Carpenter. Pet July 31. Barton-upon-Humber, Aug 22 at 11. Mason, Barton-upon-Humber.  
Taylor, Wm, Manch, Tea Merchant. Pet July 26. Manch, Aug 13 at 11. Eltoft, Manch.  
Walker, Eliza, Westbromwich, Stafford, Grocer. Pet July 28. Oldbury, Aug 13 at 11. Shakespeare & Hartill, Oldbury.  
Webster, John, Chesterfield, Dorby, Butcher. Pet July 31. Chesterfield, Aug 22 at 11. Turner, Sheffield.  
Windle, Joseph, Rotherham, York, Grocer. Pet July 27. Rotherham, Aug 23 at 10. Whitfield, Rotherham.

TUESDAY, Aug 7, 1866.

To Surrender in London.

Bowman, Geo, & Richd Muncey, Water Newton, Huntingdon, Millers. Pet July 24. Aug 24 at 11. Ashurst & Co, Old Jewry.  
Bullen, Obadiah Griffith, Gracechurch-st, Ship and Insurance Broker. Pet July 31. Aug 20 at 1. Linklaters & Co, Walbrook.  
Coles, Geo, Southen, Hants, Slater. Pet Aug 3. Aug 23 at 11. Paterson & Son, Bouverie-st.  
Cooper, Jas Hy, Southend, out of business. Pet July 31. Aug 20 at 1. King, Queen-st, Cannon-st.  
Cooper, Alfred, North-st, St George's-rd, Peckham, out of business. Pet Aug 1. Aug 20 at 1. Silvester, Gt Dover-st, Newington.  
Foster, Chas, Little Bowden, Northampton, Brickmaker. Pet July 20. Aug 23 at 1. Dale & Stretton, Gray's-inn-sq.  
Glyn, Robt, Resident Porter in H.M.'s Stationary Office. Pet Aug 1. Aug 22 at 11. Hope, Ely-pl.  
Griggs, Sarah, Wellington-st, Woolrich, Corn Chandler. Pet Aug 4. Aug 23 at 12. Spiller, Finsbury.  
Harris, Benj, Kennington Oval, out of business. Pet Aug 2. Aug 23 at 11. Braham, Finsbury's-inn.  
James, Benj, Baines-rd, Coldbath-fields, Leather Cutter. Pet July 31. Aug 20 at 11. Pearce, Giltspur-st.  
Kompton, Edw, George-st, Camberwell, no business. Pet Aug 4. Aug 23 at 1. Willis, Carter-lane, Doctors'-commons.  
Levy, Abraham, Artillery-st, Bishopsgate, Wholesale Tailor. Pet Aug 2. Aug 22 at 1. Lewis & Lewis, Ely-pl.  
Martin, Wm Henj, Prisoner for Debt, London. Pet Aug 2 (for pau). Aug 22 at 1. Dobie, Basinghall-st.  
Mack, Charlotte, Prisoner for Debt, London. Pet Aug 1. Aug 23 at 1. Sherwood, Bell-rd, Doctors'-commons.  
Morley, Geo, Prisoner for Debt, London. Pet Aug 2 (for pau). Aug 22 at 12. Goadley, Bow-st.  
Myers, Jas John, Southampton, Printers' Engineer. Pet July 31. Aug 20 at 11. Vincent, Moorgate-st.

Phillips, John, Southminster, Essex, Innkeeper. Pet Aug 2. Aug 22 at 12. Brown, Basinghall-st.  
 Santullano, Jose Alvarez, Regent-st, Tailor. Pet Aug 2. Aug 22 at 11. Olive, Portsmouth-st, Lincoln's-inn fields.  
 Snelling, Jas Ayres, Kingston-hill, Surrey, Builder's Clerk. Pet Aug 3. Aug 23 at 11. Prall & Co, Chancery-lane.  
 Stanley, Wm, Bucklersbury, Solicitor's Clerk. Pet July 31. Aug 20 at 11. Nickoll, Bucklersbury.  
 Stokes, Hy Fredk, Elizabeth-st, Liverpool-rd, Islington, Composer. Pet Aug 2. Aug 22 at 1. Popham, Gt Tower-st.  
 Sydney, Jas, Pentonville-rd, Attorney's Clerk. Pet Aug 4. Aug 23 at 12. Frost, Leadenhall-st.  
 Waller, Saml Chas, Little Surrey-st, Blackfriars, Publican. Pet Aug 1. Aug 23 at 11. Head & Pattison, Martin's-lane, Cannon-st.  
 Webb, Edwd, Old Kent-rd, Butcher. Pet July 30. Aug 17 at 11. Brown, Basinghall-st.

#### To Surrender in the Country.

Arensberg, Simon Hy, Manch, General Merchant. Pet Aug 3. Manch, Aug 20 at 11. Storer, Manch.  
 Barker, Jonas, Onseburn, Newcastle-upon-Tyne, Earthenware Manufacturer. Adj July 14. Newcastle-upon-Tyne, Aug 20 at 11.30. Hoyle, Newcastle-upon-Tyne.  
 Betts, Chas, Prisoner for Debt, Northampton. Pet Aug 3. Northampton, Aug 23 at 10. Sheld, Northampton.  
 Binns, Thos, Edwin Ticker, & John Binns, Kirton-in-Lindsey, Lincoln, Millers. Pet July 30. Kingston-upon-Hull, Aug 29 at 12. Plaskitt, Gainsborough.  
 Brookhill, Thos, Northallerton, York, Joiner. Pet Aug 1. Northallerton, Aug 21 at 11. Jeale, Leyburn.  
 Cadman, John Smith, Manch, Grocer. Pet Aug 6. Manch, Aug 17 at 11. Storer, Manch.  
 Carter, Martha, Halifax, York, Beerseller. Pet Aug 2. Halifax, Sept 14 at 10. Jubb, Halifax.  
 Cooper, Jas, Southampton, Dealer in Coals. Pet Aug 2. Southampton, Aug 29 at 12. Mackey, Southampton.  
 Crabtree, Chas, Denton, Lancaster, Hat Manufacturer. Pet Aug 2. Manch, Aug 17 at 11. Hodgson, Manch.  
 Davenport, Jas, East Grinstead, Sussex, Railway Guard. Pet Aug 3. East Grinstead, Aug 23 at 11. Hattie, East Grinstead.  
 Dean, Thos, North Egremont, Chester, Hop Merchant. Pet Aug 4. Lpool, Aug 18 at 11. Nordon, Lpool.  
 Easom, Reuben, Nottingham, Bonnet Front Manufacturer. Pet Aug 2. Nottingham, Oct 10 at 11. Belk, Nottingham.  
 Evans, Lewis, Aberdare, Glamorgan, Licensed Victualler. Pet Aug 2. Aberdare, Aug 23 at 11. Plews, Merthyr Tydfil.  
 Farrell, Wm, Runcorn, Chester, Joiner. Pet July 30. Runcorn, Aug 27 at 11. Clarke, Runcorn.  
 Green, Wm, & Smith Green, Keighley, York, Builders. Pet Aug 4. Keighley, Aug 22 at 3. Harle, Leeds.  
 Graham, Fras, Carlisle, Licensed Victualler. Pet Aug 3. Newcastle-upon-Tyne, Aug 20 at 12.30. Joel, Newcastle-upon-Tyne.  
 Gny, John Beckett, Bristol, Licensed Victualler. Pet Aug 1. Bristol, Aug 31 at 12. Clifton.  
 Hall, Edwd, Oldham, Lancaster, Greengrocer. Pet Aug 3. Oldham, Aug 29 at 12. Melior, Oldham.  
 Hare, Fras Geo, Birm, out of business. Pet Aug 4. Birm, Aug 20 at 12. Davenport, Birm.  
 Heely, Wm, Birm, Manufacturer's Clerk. Pet Aug 3. Birm, Aug 17 at 12. Smith, Birm.  
 Helsby, Joseph, Garston, Lancaster, Joiner. Pet Aug 4. Lpool, Aug 22 at 11. Beazley, St Helen's.  
 Herd, David, Lincoln, out of business. Pet Aug 4. Market Rasen, Aug 22 at 11. Brown & Son, Lincoln.  
 Hutchinson, Joseph, Newcastle-upon-Tyne, Oil Merchant. Pet Aug 4. Newcastle-upon-Tyne, Aug 20 at 1. Daglish & Stewart, Newcastle-upon-Tyne.  
 Hubbard, Wm, Sheffield, Silver Plater. Pet Aug 2. Sheffield, Aug 23 at 1. Micklethwaite, Sheffield.  
 James, Robt, Lpool, Coal Merchant. Pet Aug 6. Lpool, Aug 21 at 11. Morris, Lpool.  
 Jones, Hy, & Jas Millward, Exchange-st, Wolverhampton, Wine Merchants. Pet Aug 3. Birm, Aug 20 at 12. James & Griffin, Birm.  
 Jones, Moses, Llanrwst, Denbigh, Shopkeeper. Pet Aug 2. Llanrwst, Aug 14 at 3. Jones, Conway.  
 Kellitt, Geo, Crowle, Lincoln, Joiner. Pet Aug 1. Thorne, Aug 22 at 3. Foster, Thorne.  
 Lewis, Llewellyn, Llantrissant, Glamorgan, Coal Merchant. Pet Aug 3. Bristol, Aug 17 at 11. Henderson, Bristol.  
 Mundy, Alfred Wm, Leeds, Comm Agent. Pet Aug 2. Leeds, Aug 30 at 12. Ferns, Leeds.  
 Offley, Danl, sen, David Offley, jun, & Daniel Offley, jun, Grove Works, Smethwick, Ironmasters. Pet Aug 3. Birm, Aug 17 at 12. Bayley, Westbromwich.  
 Palmer, Nathaniel, Bristol, Farm Bailiff. Pet Aug 4. Bristol, Aug 31 at 12. Clifton.  
 Fryke, Benj Pearman, Nottingham, Whitesmith. Pet Aug 3. Nottingham, Oct 10 at 11. Belk, Nottingham.  
 Rose, Saml Clift, Sedgley and Tipton, Stafford, Iron Manufacturer. Pet Aug 3. Birm, Aug 17 at 12. Oliver, Birm.  
 Rogers, John, Ross, Hereford, Saddler. Pet Aug 4. Birm, Aug 20 at 12. James & Griffin, Birm.  
 Silverwood, Wm, jun, Barnsley, York, Farm Labourer. Pet July 31. Barnsley, Aug 17 at 2. Williamson, Barnsley.  
 Shooter, Saml, Codnor, Derby, Collier. Pet July 28. Alfreton, Aug 29 at 12. Smith, Derby.  
 Smith, Geo, Reading, Butcher. Pet July 30. Reading, Aug 17 at 11. Fain, Reading.  
 Solberg, Bernhard Edwd, Cardiff, Glamorgan, Ship Chandler. Pet July 19. Cardiff, Aug 22 at 11. Griffith, Cardiff.  
 Spicer, Chas, Bodmin, Cornwall, Chrmist. Pet July 31. Bodmin, Aug 11 at 10. Wallis, Bodmin.  
 Stubbs, Enoch, Hanley, Stafford, Beerseller. Pet Aug 4. Hanley, Aug 23 at 11. Tomkinson, Burslem.  
 Stenford, Thos Fras, Torquay, Devon, Builder. Pet July 31. Exeter, Aug 17 at 11. Fryer, Exeter.  
 Thomas, Jas, Bristol, Fly Proprietor. Pet Aug 3. Bristol, Aug 17 at 11. Fussell & Pritchard, Bristol.

Walker, Geo, Mirdfield, York, Currier. Pet Aug 3. Dewsbury, Aug 17 at 12. Ibberson, Dewsbury.  
 White, Geo, Crookes, nr Sheffield, Mason. Pet Aug 2. Sheffield, Aug 23 at 1. Roberts, Sheffield.

#### BANKRUPTCIES ANNULLED.

FRIDAY, Aug. 3, 1866.

Page, Wm Bridgewater, Southampton, Seed Merchant. July 28.  
 Boyle, Mary Anne, New Bond-st, Frinton, Aug 1.  
 Rieborough, Jas Joseph, Bishopwearmouth, Durham, Whitesmith, July 24.

#### GRESHAM LIFE ASSURANCE SOCIETY, 37, OLD JEWRY, LONDON, E.C.

SOLICITORS are invited to introduce, on behalf of their clients, Proposals for Loans on Freehold or Leasehold Property, Reversions, Life Interests, or other adequate securities.  
 Proposals may be made in the first instance according to the following form:—

#### PROPOSAL FOR LOAN ON MORTGAGES.

Date.....  
 Introduced by (state name and address of solicitor)  
 Amount required £.....  
 Time and mode of repayment (i.e., whether for a term certain, or by annual or other payments)  
 Security (state shortly the particulars of security, and, if land or buildings, state the net annual income)  
 State what Life Policy (if any) is proposed to be effected with the Gresham Office in connexion with the security.  
 By order of the Board,  
 F. ALLAN CURTIS, Actuary and Secretary

This day is published, in 12mo., price 10s. 6d. cloth,

**THE LAW OF RAILWAY RATING; together**  
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 Capital—ONE MILLION STERLING, fully subscribed by upwards  
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 The Fire and Life Departments are under one management, but with  
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 The only Law Office in the United Kingdom combining Fire and Life  
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**FIRE DEPARTMENT.**

Subscribed Capital £750,000, in addition to the Reserve Fund.  
 Insurers will be allowed the full benefit of the Reduction of Duty.  
 Claims settled promptly and liberally.

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Subscribed Capital £250,000, in addition to the Reserve Fund.  
 A Bonus every five years. Next Bonus in 1869. At the Division of  
 Profits in 1864, the Reversionary Bonus amounted to from 15 to 50 per  
 cent. per annum on the Premiums paid, varying with the ages of the  
 Insured.

Prospectuses, Forms of Proposal, Reports of the Company's Progress,  
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FRANK MCGEDY, Secretary.

**THE LIVERPOOL and LONDON and GLOBE INSURANCE COMPANY,**

Offices—1, Dale-street, Liverpool; 20 and 21, Poultry, 7, Cornhill, and  
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Invested Funds ..... £3,177,616  
 Fire Premiums received in 1865 ..... £739,332  
 Life do. .... £250,103

The last year's Fire duty paid by this office amounted to  
 £102,285 9s. 11d., exceeding by upwards of £34,000 the amount paid  
 by any other country office.

The duty is now reduced to 1s. 6d. per cent. on every description of  
 property.

In the Life department policies are issued with liberal conditions and  
 guaranteed bonuses.

Claims are payable in 30 days after admission.

Whole world leave to travel granted on reasonable terms.

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**THE ROYAL INSURANCE COMPANY**

Is open to appoint a FEW ADDITIONAL AGENTS.  
 Applications are invited only from gentlemen of adequate position,  
 and possessing the requisite influence and energy  
 THE ROYAL IS ONE OF THE LARGEST INSURANCE OFFICES  
 IN THE WORLD.

Capital—Two MILLIONS STERLING.

Amount of Fire Premiums in 1864 ..... £106,403

New Life Policies issued in 1864 for ... £1,014,897

Life Bonuses the largest ever continuously declared by any  
 Company.

Policies for £1,000 effected in 1845 now increased to £1,390.

PERCY M. DOVE, Manager.

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Royal Insurance Buildings,  
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The Directors are prepared to ISSUE DEBENTURES on the following  
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Applications for particulars to be made at the Office of the Company,  
 No. 7, East India-avenue, Leadenhall-street, London, E.C.

By Order,

R. A. CAMERON, Secretary.

**MERSEY DOCK ESTATE.—LOANS OF**

MONEY. The Mersey Docks and Harbour Board hereby give  
 NOTICE that they are willing to receive LOANS OF MONEY in the  
 security of their Bonds, at the rate of Four Pounds Fifteen shillings per  
 centum per annum interest, for periods of Three, Five, or Seven Years.  
 Interest warrants for the whole term, payable half-yearly at the Bankers  
 of the dock in Liverpool, or in London, will be issued with each bond.  
 Communications to be addressed to George J. Jefferson, Esq., Treasurer.  
 Dock-office, Liverpool.

By order of the Board, JOHN HARRISON, Secretary.  
 Dock office, Liverpool. April 17, 1866.

**HOOPER & SON, 45, Fleet-street.—Stamp Deeds**  
 free of charge, the Parcel being having been supplied by them—  
 Negotiate Partnerships—Introduce Clerks—Attend to every description  
 of Agency Business which does not require professional aid.—HOOPER &  
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**FOUR-AND-A-HALF PER CENT. ON FIRST-CLASS LANDED SECURITY IN ENGLAND, UNDER ACT OF PARLIAMENT.**

To Trustees, Insurance Offices, Charitable Institutions, Solicitors  
 Brokers, and the general Public.

Mortgage Debentures, registered at the Government Office of Land  
 Registry, 34, Lincoln's Inn-fields, London, W.C., under the powers of the  
 Mortgage Debenture Act, 1863, bearing 4½ per cent. interest, are issued  
 for the sum of £50 and upwards, for terms of from one to ten years and  
 transferable by indorsement.

The Mortgage Debentures are secured:

1st. By the deposit with the Registrar in terms of the Act, of an equal  
 aggregate at least of Mortgages and rent charges upon real property, and  
 of securities upon rates and assessments upon the owners and occupiers  
 of real property, within the powers of the Act of Parliament.

2nd. By the guarantee of the uncalled capital of £200,000, of the Land  
 Securities Company, Limited (The Lord Naas, M.P., President) of which  
 £500,000 by the Act is absolutely appropriated as additional security to  
 the holders of the Mortgage Debentures.

In every case a Statutory Declaration under the Act must be made  
 and filed at the Office of Land Registry by a Surveyor or Valuer ap-  
 proved by the Government Inclosure Commissioners for England and  
 Wales, that the advance made, including all previous incumbrances, does  
 not exceed two-thirds of the Estate charged.

Registers of the Mortgages and other Securities, and of the Mortgage  
 Debentures, are kept in the Office of Land Registry.

The Registered Mortgage Debentures, of which no over issue is possible,  
 are endorsed by the Registrar as conclusive evidence that the  
 requirements of the Act of Parliament have been complied with.

Trustees having a general power to invest Trust Monies in or upon the  
 security of Shares, Stock Mortgages, Bonds or Debentures of Companies,  
 Incorporated by or acting under the authority of an Act of Parliament,  
 are authorised by the 40th section of the Act to invest in the Registered  
 Mortgage Debentures.

Apply to GRANVILL RICHARD RYDER, Esq., Managing Director,  
 Land Securities Company (Limited), 3, Parliament-street, London, S.W.

**THE LANDS IMPROVEMENT COMPANY**

(Incorporated by Special Act of Parliament in 1853).—To Land-  
 owners, the Clergy, Estate Agents, Surveyors, &c., in England and Wales,  
 and in Scotland. The Company advances money, unlimited in amount,  
 for the following works of agricultural improvement, the whole outlay and  
 expense in all cases being liquidated by a rent-charge for 35 years:

1. Drainage, irrigation and warping, embanking, enclosing, clearing  
 reclamation, planting for any beneficial purpose, engines or machinery for  
 drainage or irrigation.

2. Farm roads, tramways, and railroads for agricultural or farming  
 purposes.

3. Jetties or landing places on the east coast, or on the banks of navi-  
 gable rivers or lakes.

4. The erection of farm houses, labourers' cottages, and other buildings  
 required for farm purposes, and the improvement of and additions to  
 farm houses and other buildings for farm purposes.

Landowners assessed under the provisions of any Act of Parliament,  
 Royal Charter, or Commission, in respect of any public or general works  
 of drainage or other improvements, may borrow their proportionate share  
 of the costs, and charge the same with the expenses of the lands improved.

The Company will also negotiate the rent-charges obtained by Land-  
 owners under the Improvement of Land Act, 1844, in respect of their  
 subscription of shares in a railway or canal company.

No investigation of title is required, and the Company, being of a strictly  
 financial character, do not interfere with the plans and execution of the  
 works, which are controlled only by the Government Enclosure Commis-  
 sioners.

Apply to FRANCIS B. MAULE, Esq., Secretary, 3, Parliament-street,  
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**FRENCH BRANDY in LITRE BOTTLES; con-**

taining 25 per cent. more in quantity than the ordinary Bottles  
 now in use.

Pale or Brown—Bottles and cases } In bond 16s. per } Duty paid 42s.  
 included ..... dos. per doz.

Ditto ditto — In Quarter-casks } As. per proof } 15s. 6d. per proof  
 gallon. gallon.

Bonded in London Docks, and Dock Warrants issued on orders for one  
 dozen and upwards.

M. Bensusan & Co., Sole Consignees, 41, Seething-lane, Great Tower-  
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**THE LITRE BOTTLE WINE COMPANY deliver**

all Wines quoted in their Prices Current direct from the Bonded  
 Vaults of the London Docks, and in the Litre Bottle, which is the  
 standard measure in the wine-growing districts, they also now introduce  
 the Half Litre Bottle, both of which contain 25 per cent. more in  
 quantity than ordinary wine bottles at present in use in this country,  
 and will be found a most convenient size for the light and elegant wines  
 of France and Germany.

The following are some of the wines quoted in their Prices Current:—

	Duty Paid.	Per doz.	s. d.
Vin Ordinaire—excellent dinner	Half litre bottle	.....	6 6
wine	Litre do.	.....	10 6
St. Emilion Claret—great value	Half litre bottle	.....	12 6
(1864 vintage)	litre do.	.....	20 6
Beaujolais — good body and	Half litre bottle	.....	10 6
flavour	Litre do.	.....	18 6

Bottles and Cases, 3s. per doz. Terms, Cash.

Fine French Brandy—Case and } Half litre bottle ..... 25 6

bottles included ..... Litre do. .... 42 6

Port, Sherries, Amontillados, Chablis, Burgundies, &c., &c. See full

Prices Current, which can be obtained on application to MANUEL  
 BENSUSAN & Co., Sole Agents, 41, Seething lane, Great Tower-street,  
 E.C.

N.B.—Single dozen cases and upwards delivered free of carriage daily

in the metropolitan district, and to all the London railway stations and

steam packet wharfs.



# THE LONDON JOINT STOCK BANK,

CHANCERY LANE BRANCH—124, CHANCERY LANE, W.C.

THE DIRECTORS HEREBY GIVE NOTICE, that this Branch of the Bank IS NOW OPEN for business.  
1st May, 1866. F. K. HEWITT, Manager.

# THE LONDON JOINT STOCK BANK.

ESTABLISHED IN 1836.

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CHANCERY LANE BRANCH—124, CHANCERY LANE.

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GEO. THOS. BROOKING, Esq.

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HEAD OFFICE - - - 5, Princes Street, Mansion House - - - J. W. NUTTER, General Manager.  
COUNTRY DEPARTMENT 5, Princes Street, Mansion House - - - W. F. NARREWAY, Manager.  
PALL MALL BRANCH - 69, Pall Mall - - - R. G. BARCLAY, Manager.  
CHANCERY LANE BRANCH 124, Chancery Lane - - - F. K. HEWITT, Manager.

SECRETARY—ALFRED SCRIVENER.

The Capital of the Bank is £3,600,000, in 72,000 Shares of £50 each. The sum of £15 has been paid on each Share, and the present paid-up Capital of the Bank is £1,080,000.

The Guarantee Fund amounts to £319,991.

Current Accounts are kept agreeably to the custom of London Bankers.

Parties keeping Current Accounts with the Bank can transfer to a Deposit Account any portion of their Balance, upon which Interest at the current rate of the day will be allowed.

Sums of £10 and upwards are received on deposit at interest from parties not customers, either at 7 days' notice or for fixed periods, as may be agreed upon.

The Agency of Joint Stock Banks, Private Bankers, and Foreign Banks undertaken.

Investments in, and Sales of all descriptions of British and Foreign Securities, Bullion, Specie, &c., effected.

Circular Notes are issued free of charge for the use of Travellers, payable in the Principal Towns on the Continent of Europe and in the chief Commercial Cities of the World. Letters of Credit are also granted on the same places. They may be obtained at the Head Office, in Princes-street, Mansion House, or at the Branches.

Dividends on English and Foreign Funds, or Railway and other Shares and Debentures received without charge to Customers.

July, 1866.

## PROVIDENT LIFE OFFICE, No. 50, REGENT-STREET, LONDON, W.

ESTABLISHED 1806.

Invested Capital, £1,663,919.

Annual Income, £203,438.

Bonuses Declared, £1,451,157.

Claims Paid since the Establishment of the Office, £3,908,452.

President,

THE RIGHT HONOURABLE EARL GREY.

The Profits (subject to a trifling deduction) are divided among the Insured.

Examples of Bonuses added to Policies issued by  
THE PROVIDENT LIFE OFFICE.

No. of Policy.	Date of Policy.	Annual Premium.	Sum Insured.	Amount with Bonus additions.
		£ s. d.	£	£ s. d.
4,718	1823	194 15 10	5,000	10,532 14 2
3,924	1821	165 4 2	5,000	10,164 19 0
4,937	1824	205 13 4	4,000	9,637 2 2
5,795	1825	157 1 8	5,000	9,253 5 10
2,027	1816	122 13 4	4,000	8,576 11 2
3,944	1821	49 15 10	1,000	2,498 7 6
788	1808	29 18 4	1,000	2,327 13 5

INSURANCES may be effected in any part of the kingdom by a letter addressed to "The Secretary," No. 50, Regent-street, London, W.

COMMISSION.—The usual Professional Commission of 10 per Cent. upon the First Premium, and 5 per Cent. upon Renewals, is allowed to Solicitors and others, and continued to be paid to the party introducing the Assurance.

## COUNTY FIRE OFFICE, No. 50, REGENT STREET, and No. 14, CORNHILL, LONDON.

ESTABLISHED 1806.

CAPITAL, £700,000.

Returns paid to Insured, £287,223. Claims paid since the Establishment of the Office, £1,348,975.

TRUSTEES AND DIRECTORS.

The Hon. Arthur Kinnaird, M.P. Henry B. Churchill, Esq.  
Sir Richard D. King, Bart. Richard Dawson, Esq.  
Sir G. E. Welby Gregory, Bart. The Rev. Humphrey W. Sibthorp.  
Samuel Veasey, Esq. Frederick Squire, Esq.

&c., &c., &c.

MANAGING DIRECTOR.—John A. Beaumont, Esq.

The Rates of Premium charged by the County Fire Office are upon the lowest scale consistent with security to the Insured.

All Losses are settled with promptitude and liberality.

When a Policy has existed Seven Years, a RETURN of 25 per cent. on one-fourth of the Premiums paid, is declared upon such Policies.

The Return thus paid at the present time amount to £297,842.

The following Table contains the Names of some of the Policy Holders who have participated in these Returns:—

Policy No.	Name and Residence of Insured.	Bonus.
138,142	W. F. Riley, Esq. ....	£ s. d. 464 1 0
156,308	Messrs. Broadwood, Golden-square ....	169 7 9
114,163	W. T. Copeland, Esq., New Bond-street ....	63 2 6
156,794	Major-General Vyse, Stoke-place, Slough ....	70 14 10
143,872	Peter Thompson, Esq., Fribt-street, Soho ....	63 9 1
99,218	Sir James J. Hamilton, Bart., Portman-square ....	63 0 0
139,634	John Amor, Esq., New Bond-street ....	56 14 0
69,699	Lady Jane Rodd, Wimpole-street ....	47 0 6
257,934	The Rt. Hon. Earl Howe, Gopsall Hall, Leicestershire ....	40 15 0
49,024	The Rev. C. Barter, Saraden, Oxon ....	39 5 3
350,497	J. H. Hamilton, Esq. M.P., Abbotstown, Dublin ....	29 17 4
81,118	Edward Thornton, Esq., Princes-street, Hanover-square ....	28 14 0

CHARLES STEVENS, Secretary.

COMMISSION.—The usual Commission of 5 per cent. upon New Policies and Renewals, is allowed to Solicitors and other Professional Gentlemen introducing business to the County Fire Office.